

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1564 of 2016

Along with

Interlocutory Application No. 714 of 2016

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Smt. Sita Pandey, Wife of Sri B.N. Pandey, Proprietor Om Sai, Security Services
Head Office, 43/41 Sainik Vihar P.H. II Gali No.8, Mohan Garden, New Delhi- 59,
Branch Office- Kurthaul (Near Devi Mandir), Patna.

.... Petitioner/s

Versus

1. The State of Bihar, through the Principal Secretary, Govt. of Bihar, Science &
Technology Department, Bihar, Patna.
2. The Director, Science & Technology Science Department-cum-Chairman,
Tender Committee BCST, Patna (Bihar).

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Amarendra Nath Tiwary, Advocate.
Mr. Harish Kumar, Advocate.

For the Respondent/s : Mr. Kinkar Kumar, SC 27

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 18-02-2016

Re.: Interlocutory Application No. 714 of 2016

Learned counsel for the petitioner, at the very outset,
submits that Interlocutory Application has now become infructuous.
Accordingly, the same stands disposed off.

Re.: CWJC No. 1564 of 2016

Heard learned counsel for the parties.

The petitioner has moved the Court for a direction to the
respondents to consider her bid after ignoring/permitting her to make
correction in the same.

Learned counsel for the petitioner submits that she was



one of the four tenderers for the purpose of providing Security Guard to the respondents and upon clearance of the technical bid, in the financial bid, her rate was Rs. 1,45,519.40 per month, which made her the L2 tenderer as the L1 tenderer had quoted the rate 1,45,213.08. It is submitted that with regard to computation of P.F., which is a component in arriving at the rate quoted, the petitioner had mentioned interest @ 13.61% whereas due to notification issued by the Competent Authority, the rate was reduced to 13.36%. It is submitted that the said notification was not known to the petitioner and thus, she had quoted a higher rate but the same being minor in nature, if she is permitted to correct the same, her rate would come to a lower figure, which will make her the L1 tenderer in the list. In support of such contention, learned counsel has drawn attention of the Court to paragraph-3 of her rejoinder, in which it has been stated that the financial bid of the petitioner would come to Rs. 1,45,212.10, after deducting Rs. 269.52, which is the difference upon calculation @ 3.36% instead of 3.61%, which has been erroneously done by her.

Learned counsel for the State submits that the petitioner having quoted a particular rate and being L2 tenderer, the indulgence of giving her such opportunity to correct the mistake was not within the discretion of the authorities. Moreover, he submits that probably the figure shown by the petitioner in her rejoinder is incorrect as the



amount, even after reducing the difference, would come to Rs. 1,45,249.88 which is still higher than the L1 rate of Rs. 1,45,213.08. He has further submitted that the petitioner having taken part in the financial bid held on 05.11.2015 and being well aware that she was not the L1 tenderer and the party who was the L1 tenderer not having been impleaded as a respondent in the present proceeding, when the case has been filed only on 19.01.2016, i.e., after two and a half months, the petitioner not coming to the Court with clean hands, on such score alone, the writ petition is fit to be dismissed.

After having considered the rival contentions, this Court is of the opinion that the petitioner was obliged to make the successful bidder, who was declared L1 tenderer in the financial bid, as a party in the present proceeding as a right had accrued to a third person and the petitioner could not have got any relief without hearing the successful party. Furthermore, the relief being for giving her the benefit of the corrected rate of interest of P.F. and the Court finding the stand of learned counsel for the State that even if the benefit of the difference in the rate of P.F. is allowed to the petitioner, still her rate is higher to what has been quoted by the L1 tenderer to be correct, no case is made out for any intervention.

As it has been informed that the L1 tenderer has already been issued the work order and has also acted upon the agreement

from 1st February, 2016, the Court does not deem it proper to interfere with such arrangement, moreso in the absence of the successful party.

Accordingly, as the writ petition has been filed for granting permission to correct the mistake and that having been found to be of no help to the petitioner on facts, and even otherwise on merits the Court not finding any illegality in the exercise, the writ petition being devoid of merit stands dismissed.

(Ahsanuddin Amanullah, J)

Sujit/-

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