

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP No. 16364 of 2016

Date of Decision: 12.8.2016

Pardeep Kumar

....Petitioner.

Versus

Union of India and others

...Respondents.

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL.
HON'BLE MR. JUSTICE RAMENDRA JAIN.**

PRESENT: Mr. Mansur Ali, Advocate with
Mr. H.S. Deol, Advocate for the petitioner.

AJAY KUMAR MITTAL, J.

1. Through the instant petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a direction to respondents No.2 and 3 not to include the Contract Labour Handling Charges in E-Tender Notice (Annexure P-1) and the bid so submitted by the petitioner with regard to Sirsa Centre be considered. Further, a direction has been sought to respondents No.2 and 3 that in case they include the Contract Labour Handling Charges in the tender for Sirsa Centre, the petitioner be allowed to withdraw from the bid and the earnest money deposited by him be refunded along with interest.

2. Respondents No.2 and 3 vide E-Tender Notice (Annexure P-1) invited tenders for the appointment of contractor for loading/unloading/handling and transport of foodgrains. In pursuance thereto, the petitioner

applied for the tender vide application dated 5.5.2016 (Annexure P-2). The

technical bid was opened on 6.5.2016 and thereafter, the financial bid was opened on 12.7.2016. The petitioner being the lowest bidder was allotted the tender. For another two centres, namely, Dheen Taniya Mandi, Sirsa and Malekha, Sirsa, the petitioner had simultaneously submitted the bids which did not have a notification by the Ministry of Labour, Government of India with regard to the contract labour handling charges. As such, the petitioner had given the bid of the said two places on 5.5.2016 by including the contract labour charges as well. Vide letter dated 11.7.2016 (Annexure P-3), the petitioner informed respondent No.3 that the tender was with regard to the Transport Contract, Sirsa. Government of India vide notification dated 6.7.2016 (Annexure P-4) de-notified the Sirsa Centre with regard to the contract labour charges. However, the same was done after the issuance of tender notice and after the technical bid dated 6.5.2016. The said notification was challenged by some parties in the Madras High Court. The Madras High Court vide order dated 29.7.2016 (Annexure P-5) stayed the said notification. The petitioner moved a representation dated 6.8.2016 (Annexure P-6) to respondent No.2 for ward of contract to him with relation to the tender enquiry dated 5.5.2016 for Sirsa Centre, but no response has been received till date. For Sirsa Centre, the petitioner had deposited the earnest money vide receipt dated 5.5.2016 (Annexure P-7) along with the tender fee. The Food Corporation of India had issued a corrigendum (Annexure P-8) with regard to certain terms. However, no corrigendum was issued by the Food Corporation of India for contract labour charges. Hence, the present writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, the petitioner has sent a representation dated

6.8.2016 (Annexure P-6) to respondent No.2, but no action has so far been taken thereon.

4. After hearing learned counsel for the petitioner, perusing the present petition and without expressing any opinion on the merits of the case, we dispose of the present petition by directing respondent No.2 to take a decision on the representation dated 6.8.2016 (Annexure P-6), in accordance with law by passing a speaking order and after affording an opportunity of hearing to the petitioner within a period of two weeks from the date of receipt of certified copy of the order.

(AJAY KUMAR MITTAL)
JUDGE

August 12, 2016
gbs

(RAMENDRA JAIN)
JUDGE

Whether Speaking/Reasoned

Yes/No

Whether Reportable

Yes/No