

22nd August,
2022
(AK)
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W.P.A 5596 of 2022

Bansidhar Majhi
Vs.
The State of West Bengal and others

Mr. Satrajit Sinha Roy
Ms. Sneha Dutta
...for the petitioner.

Mr. Santanu Kumar Mitra
Mr. Subhabrata Das
...for the State.

Learned counsel for the petitioner contends that there was a specific clause in the tender, floated and granted in favour of the private respondent, inviting bids from competent and experienced contractors for providing supply of cooked diet for indoor patients admitted to certain health facilities, that such contract would be for a period of three years, renewable at the end of each completed year of satisfactory service. The three year contract period was to commence from July 31, 2019 and has since expired. Hence, a fresh tender is now due.

Learned counsel for the petitioner contends that the petitioner participated unsuccessfully in the previous tender but has a right to participate in a fresh tender, as and when so held.

It is contended that the respondents have endeavoured to continue the service with the erstwhile

successful bidder in the previous contract, despite the period of three years stipulated in the NIT having expired.

Learned counsel appearing for the respondent authorities submits that the petitioner has no *locus standi* to file the present writ petition in the capacity of merely an alleged prospective intending bidder willing to participate in Government tenders.

That apart, since the petitioner was unsuccessful in a previous bid for the same service, the petitioner ought not to be granted the remedy as sought herein.

It is further submitted on behalf of the respondent authorities that the latter are taking steps for floating a fresh tender.

However, since the service is essential, for the time being the previous successful bidder has been asked to continue with the work of providing supply of cooked diet for indoor patients to certain Government Hospitals.

Learned counsel for the respondent authorities further submits that they are waiting only for approval of the current rate schedule in respect of the work.

Upon hearing learned counsel for the parties, it is seen that the tender-in-question was floated previously for a public work.

Since the concerned work is providing supply of cooked diet for indoor patients admitted to Government Hospitals, the petitioner, as a prospective bidder, very well has the *locus standi* under Article 226 of the

Constitution of India to invoke the jurisdiction of this court under Article 226 of the Constitution of India, drawing the court's attention to an illegality, if committed by the respondent authorities.

In the present case, although the scheduled three year period for the contract-in-question in favour of the private respondent has expired on July 31, 2019, no fresh tender has yet been floated.

It further appears from the submissions of the parties that a fresh tender was actually floated initially but was set aside, upon being challenged, by an order of this court.

As such, there does not appear to be lack of *bona fides* on the part of the respondent authorities in seeking to float a fresh tender.

However, keeping in view the urgent nature of the work-in-question, the requirement of the authorities to continue for the present with the erstwhile successful bidder is appreciated.

WPA 5596 of 2022 is thus disposed of by directing respondent no.12, that is, the Medical Superintendent cum Vice Principal, Purulia Government Medical College & Hospital, Purulia, to expedite the process of floating a fresh tender for supply of cooked diet to the patients admitted in the concerned health facilities in accordance with law as expeditiously as possible, preferably within four weeks from date.

There will be no order as to costs.

Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)