

09.11.2022
Ct. 5
D/L 8
ab

WPA 15104 of 2022

Jogendra Kumar Saha

-Vs-

Durgapur Steel Plant & Ors.

Mr. Partha Sarathi Bhattacharyya,
Mr. Atarup Banerjee,
Mr. Raju Bhattacharria,
Mr. Samit Bhanja

.... for the petitioner

Mr. Sauvik Nandy

... for the SAIL/DSP

Ms. Vineeta Meharia,
Mr. Jaydeb Ghorai,
Mr. Suman Chatterjee,
Mr. Diptesh Ghorai

... for the respondent nos. 4 & 5

The grievance of the petitioner, one Jogendra Kumar Saha, unrecognizably described as ‘John & Company’ in the tender documents is that the petitioner’s bid for the maintenance of a park in Durgapur was rejected. The petitioner alleges non-compliance of the essential bid conditions as set forth in the rules and regulations governing the auction.

The primary grievance, as expressed by learned counsel for the petitioner is that the bid conditions required a “Start Time”, “Duration”, “End Time” and

“Auto Extension Time” to be specified in the auction. Counsel submits that these requirements were not complied with either by the Tendering Authority, which is Durgapur Steel Plant or by the Service Provider, M. Junction Services Limited (respondent nos. 4 & 5).

The contentions are disputed on behalf of the Service Provider as well as the Tendering Authority on the strength of a detailed Bid Report, which is a part of the record submitted to the Court. Learned counsel appearing for the respondents, however, place relevant clauses of the conditions, the declaration and the agreement which are binding on the parties and the petitioner agreed specifically to be bound by the same.

Upon considering the detailed Bid Report submitted on behalf of the Service Provider, there is little doubt that the petitioner got two opportunities to put in his bid at 14:55:24 hours and bettered the same at 14:57:13 hours by a margin of Rs. 2,000/-. The petitioner’s bid was, however, excluded by reason of a higher bid by the highest bidder, one Rang Construction, whose final bid was accepted at an additional margin of Rs. 2,000/- over and above of the last bid put in by the petitioner.

The sequence of bids shown by the Report does not reveal any injustice suffered by the petitioner. Moreover, the petitioner’s complaint to the Tendering Authority made on 1st July, 2022 is at variance with the

Bid Report. While the complaint states that the petitioner was unable to progress any further after 2.42 p.m., the Report shows otherwise.

Second, the auction started on 30th June, 2022 from 14:46:34 hours until 14:57:51 hours whereas the petitioner's complaint was made on 1st July, 2022 to the Tendering Authority. The mail sent by the petitioner was at 11.30 p.m. on 1st July, 2022 after substantial length of time had passed.

The clauses of the agreement and the tender conditions further show that the petitioner accepted the terms wherein the petitioner would not be entitled to make any complaint against the Service Provider or the Tendering Authority. There is no indication that the petitioner objected to those terms at the relevant point of time, i.e. before entering into the arena of the bid.

The contentions now raised before the Court that the bid not having "Start Time", "End Time" and other conditions mentioned in 'General Rules and Regulation governing conduct of Online Forward Auctions' are not corroborated from the documents on record.

Given the above findings of the Court and the conduct of the petitioner in making the complaint after 24 hours from the alleged bid, this Court finds no reason to interfere with the auction or grant any relief to the petitioner.

WPA 15104 of 2022 is accordingly dismissed without any order as to costs.

The interim order granted on 14th July, 2022 is vacated.

(Moushumi Bhattacharya, J.)