

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11684 of 2024

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Pankaj Kumar Purbey son of Late Mohan Lal Purbey, resident of Near Argora Chowk, Ward No. 36, P.s. Katihar (Town), District-Katihar.

... .. Petitioner/s

Versus

1. The Bihar State Food and Supply Corporation Birchand Patel Marg, Patna through its Managing Director.
2. The Managing Director, Bihar State Food and Supply Corporation, Birchand Patel Marg, Patna.
3. The District Magistrate cum Chairman, District Transport Committee, Katihar, District-Katihar.
4. The Additional Collector cum Deputy Chairman, District Transport Committee, Katihar, District-Katihar.
5. The Deputy Development Commissioner cum Member, District Transport Committee, Katihar, District-Katihar.
6. The District Transport Officer cum Member District Transport Committee, Katihar, District-Katihar.
7. The District Manager Bihar State Food and Civil Supply Corporation cum Member Secretary, District Transport Committee, Katihar, District-Katihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Pranav Kumar Jha, Advocate Mr.Subodh Kumar Jha, Advocate Mr.Sarveshwar Tiwary, Advocate
For the Respondent/s	:	Mr.Anjani Kr., Sr. Advocate Mr.Shailendra Kumar, Sr. Advocate Mr.VinayKriti Singh, Advocate Mr.Venkalesh Kirti, AC to GA-2

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 13-08-2024

The petitioner is concerned with the Notice Inviting Tender cum Detailed Bidding Document (for brevity 'NIT') at Annexure P/1 issued for empanelment of two transporters for Transportation Cum Handling Contract for transportation of



food-grains at the District-Katihar.

2. The first contention is that while Clause 7(ii) of instruction to bidders provides for an experience of at least 2 crores in the three preceding financial years in a single contract or at least 4 crores in the very same period combining different contracts, Clause 8(a) provides for preceding five years experience in rake handling or contracts for transporting fertilizer, food-grains, cement, sugar, coarse grains or similar products from Manufacturer/PSU/Government Department/Public Limited Company/Private Limited Company dealing in such goods. The contention is that while Clause 8(a) does not provide for a condition of a particular financial commitment in the preceding five years, Clause 7(ii) provides for a commitment of 3 crores alone in one single contract or 4 crores in contracts combined in the preceding years.

3. We find absolutely no anomaly since both can be insisted upon together. While the financial commitment as per Clause 7(ii) would be confined to three years, for the preceding two years in the five years provided under Clause 8(a), there would be no such financial commitment to be complied with.

4. The next contention is with respect to the successful contractor being obliged to provide a duly allotted



number by the Employees Provident Fund (for brevity ‘EPF’) Organisation. The contention against the said contention is that once the contractor enrolls himself in the EPF Organisation, he would be obliged to follow the same for future also despite the number of employees going below the coverage as stipulated by the Employees Provident Fund Act, 1952.

5. The EPF being a welfare legislation, we find absolutely no anomaly in the authority insisting for an EPF registration for every contractor who applies under the bid and becomes successful in the same. The petitioner has the option either to take the EPF coverage and apply for the bid if he complies with the other conditions or has the option to not apply for the EPF, in which event he would also be disqualified in the bid as published at Annexure- P/1.

6. We find absolutely no reason to entertain the writ petition and the same stands dismissed.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

Anushka/-

AFR/NAFR	
CAV DATE	
Uploading Date	14.08.2024
Transmission Date	

