

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Joymalya Bagchi

And

The Hon'ble Justice Gaurang Kanth

MAT 503 of 2024

**Sandip Kuila
Vs.
Union of India & Ors.**

For the Appellant : Mr. Sukanta Chakraborty
Mr. Anindya Halder

For respondent nos. 2 to 8 : Mr. Amit Kr. Nag
Ms. Pritha Bhaumik

For the UOI : Mr. Rudra Jyoti Bhattacharjee
Ms. Debjani Ghosal

Heard on : 06.09.2024

Judgment on : 06.09.2024

Joymalya Bagchi, J.:-

1. Appellant had assailed the conditions in the notice inviting tender on the ground:

Firstly, whether appointment of Md. Irfan Alam as contact person (at execution stage) is mala fide;

Secondly, whether the tender is vague for the reason of lack of item wise break ups of expenses relating to tender estimation;

Lastly, whether the absence of provisions for uploading the bid document of all the bidders in the official website of the Corporation makes the 'NIT' bad in law.

2. Hon'ble Single Judge considered the aforesaid ground and came to the following findings :

With regard to first issue Hon'ble Single Judge held the grievance of the appellant that a relation of Md. Irfan Alam may participate in the tender was speculative and even so the issue is taken care of in clause 1.4 of the general guidelines under 'Standard Tender Conditions for Contract of Vertical Transportation of LPG Cylinders by Road' (hereinafter referred to as Standard Tender Conditions) which provides no relative of an employee is permitted to quote and in the event of breach of said clause the contract shall stand terminated.

With regard to the second grievance that the tender is vague as the item wise break up of expenses relating to tender estimation has not been done, Hon'ble judge referred to clauses 8.1 to 8.9 of the Standard Tender Conditions wherein specific rates for each component had been prescribed as well as clause 10.7 which deals with extra deduction from transportation bills and security deposit was submitted. When the tender document is read in light of the aforesaid clauses the Hon'ble judge rightly observed there is no scope for any vagueness. We are in wholesome agreement with the views of the Hon'be Judge. The final issue relates to mandatory

uploading of bid documents of all bidders. Reliance is placed on *Milan Dhibar vs. Indian Oil Corporation Ltd. & Ors*¹.

3. We have examined the said judgment. The judgment was delivered in the facts of that case wherein an unsuccessful tenderer had assailed the awarding of tender to another tenderer. Admittedly, appellant had not participated in the tender process and cannot be said to be a person aggrieved by the awarding of tender to a third party.
4. The contention of the learned counsel that he had challenged the tender conditions *in limine* and accordingly did not participate is of little substance. It was open to his client to participate in the tender process under protest. We are also informed the tender process is complete and work order has already been issued in favor of successful tenderer.
5. In light of the aforesaid discussion particularly the subsequent development, nothing survives in the appeal and the same is accordingly dismissed.
6. There shall be no order as to costs.
7. Urgent Photostat certified copy of judgment, order if applied for be given to the parties on compliance of all formalities.

I agree.

(Gaurang Kanth, J.)

(Joymalya Bagchi, J.)

¹ WPA 28643 of 2022