

D/L 3
27.01.2025
Court No.14
PRADIP

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

WPA 1417 of 2025

Sai Sulphonates Private Limited & Anr.
Vs.
The West Bengal Power Development Corporation
Limited & Ors.

Mr. Arindam Banerjee
Mr. Arindam Chandra
Mr. Atish Ghosh
Ms. Antara Dey

...for the Petitioners.

Mr. Rajarshi Chatterjee
Ms. Suman Sahani

...for the respondent nos. 1 & 2.

1. The petitioners participated in a tender process and were unsuccessful. A representation was made before the respondent authority, which stood rejected. Hence, this writ petition.
2. The primary contention of the petitioners is that, the L1 bidder did not fulfill the minimum eligibility criteria to participate in the tender process. The documents relied upon by the L1 bidder at the time of submission of the bid are not consistent with the terms and conditions of the Notice Inviting Tender.
3. According to the petitioners, the L1 bidder has not been able to produce a proper authorization letter from the manufacturer of the goods that is to be supplied. The rate quoted by the L1 bidder does not appear to be a fixed one as the manufacture company from where the L1 bidder will purchase the goods has not vouched upon the pricing.
4. It has been submitted that, the petitioners are the manufacturer of sulfuric acid and is in the best position to supply the acid at a competitive rate throughout the entire contract period.

5. Learned advocate representing the West Bengal Power Development Corporation Limited submits, upon instruction that, the authority has confirmed that the L1 bidder will be in a position to supply the goods for the entire contract period at the rate mentioned in the Notice Inviting Tender. On being satisfied with regard to the eligibility, the contract has been issued to the L1 bidder.
6. Reliance has been placed on the judgment delivered by the Hon'ble Supreme Court in the matter of ***Tata Motors Limited Vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) & Ors.*** reported in **2023 SCC OnLine SC 671** wherein the Court was pleased to hold that, ordinarily, a writ Court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The Court ordinarily should not interfere in matters relating to tender or contract.
7. Upon hearing the parties and upon perusal of the documents no glaring defect and/or inconsistency has come to the notice of this Court requiring interference.
8. In view of the above, no relief can be granted to the petitioners in the instant writ petition.
9. The writ petition fails and is hereby dismissed.
10. The tender issuing authority shall, however, ensure that the L1 bidder is in a position to supply the required goods in terms of the Notice Inviting Tender for the entire contract period.
11. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(Amrita Sinha, J.)