

10.03.2025
Item No.27
gd/ssd

MAT/661/2024
UNITED ORDER AND SUPPLY CO-OPERATIVE
SOCIETY LIMITED
VS
UNION OF INDIA AND ORS.
IA NO: CAN/1/2024

Mr. Satrajit Sinha Roy,
Ms. Susmita Adhikary
..for the Appellant.

Mr. Tapas Kumar Banerjee,
Mr. Shamba Chakraborty
..for the Respondent Nos.2 to 4.

Mr. Sagar Bandyopadhyay,
Ms. Soma Kar Ghosh,
Mr. Arabinda Pathak,
Ms. Suprava Paul
..for the Private Respondent.

1. This intra court appeal has been filed by the unsuccessful writ petitioner who had challenged the rejection of the Techno Commercial bid submitted by the appellant in the tender dated 2.9.2023 which related to annual contract dietary services of a hospital.

2. The bid was rejected on the ground of numerous adverse reports received against the appellant in respect of the performance in the earlier work order dated 21.8.2020 for the same work of dietary services of a hospital which expired on 31.12.2023.

3. In the reasons for rejection given to the appellant several adverse reports have been mentioned

which include demonstration of patients against poor quality of the food which have been served in the male ward and in the maternity ward etc.

4. The contention of the appellant is that in terms of the General Financial Rules, 2017 the procedure has been stipulated and that has been adhered to while rejecting the Techno Commercial bid, more particularly Rule 151 of the said Rules.

5. To be noted that the appellant was a participant in the tender and accepted to the terms and conditions of tender, more particularly the general terms and conditions which clearly says in Clause 27 that in case any specific adverse report is received against a tenderer as an information or upon enquiry made by Durgapur Steel Plant/and unit under Steel Authority of India Limited, in respect of capabilities and performance of the tenderer at any stage during the tendering process, i.e. after receipt of tender and before finalization of tender, the tender submitted by such tender shall be rejected.

6. Thus, terms and conditions supersedes a General Rule and it binds the appellant's irrevocably with regard to the scope of inference in such decisions. We take note of the decision of the Hon'ble Supreme Court in *Municipal Corporation, Ujjain and Another v. BVG India Limited and Others* in (2018) 5 SCC 462 wherein the Hon'ble Supreme Court held that the

authority concerned is in the best position to find out the best person or the best quotation depending on the work to be entrusted under the contract. If a bidder has faced a number of show-cause notices from the authorities in the matter for non-performance etc., the court cannot compel the authority to choose the undeserving person/company to carry out the work. Ultimately the public interest must be safeguarded. Furthermore, it was pointed out that the public would also be interested in the quality of work undertaken; poor quality of work or goods can lead to tremendous public hardship and substantial financial outlay either in correcting mistakes or in rectifying defects or even at times in re-doing the entire work.

7. The case on hand relates to a tender for dietary services at a hospital.

8. Therefore, high degree of standards has to be maintained failing which the appellant cannot claim to have any vested right to participate in the tender process beyond the stage of Techno Commercial bid. The various adverse reports which have been received against the appellant shows that the quality of food was horrible and rotten food have been supplied to the patients and, therefore, the learned Single Bench rightly dismissed the writ petition.

9. Hence, we find no grounds to interfere with the order impugned.

10. Accordingly, the appeal fails and the same is dismissed.

(T. S. SIVAGNANAM)
CHIEF JUSTICE

(CHAITALI CHATTERJEE (DAS), J.)