IN THE HIGH COURT AT CALCUTTA
(CONSTITUTIONAL WRIT JURISDICTION)
APPELLATE SIDE

Present :

The Hon'ble Justice Partha Sarathi Chatterjee

WPA 16009 of 2024

A-One Enterprise & Anr.

Vs.

The State of West Bengal & Ors.

For the petitioner	: Mr. Abhrotosh Majumdar, Sr. Adv., Mr. Arjun Roy Mukherjee, Ms. Saheli Mukherjee, Mr. Joyjeev Medhi.
For the Respondent No. 6	: Mr. Sagar Bandopadhyay, Ld. Sr. Adv., Ms. Soma Kar Ghosh, Mr. Arabinda Pathak, Ms. Suparna Paul, Ms. Shilpi Ghosh.
For the State	: Mr. Amitabrata Ray, Ld. Government Pleader Mr. Nilotpal Chatterjee, Mr. Amrita Lal Chatterjee.
Heard on	: 16.09.2025
Judgment on	**: 27.10.2025**

Partha Sarathi Chatterjee, J.:-

Preface:

1. The present writ petition has been instituted assailing the propriety and validity of the work order dated 28th May, 2024, issued by the concerned respondent in favour of respondent no. 6, pursuant to an e-tender process for the supply of cooked diets to the indoor patients of ESI Hospital, Manicktala, for a period of two years. The petitioner, in addition to seeking annulment of the said work order, prays for issuance of an appropriate direction upon the concerned respondents to commence a de novo tender process in strict conformity with Clause 39 of the Notice Inviting Tender, the provisions of the West Bengal Financial Rules, and in due compliance with the order dated 22nd May, 2024, passed in WPA 13777 of 2024.

Petitioners' case:

2. Before proceeding to unravel the tangled threads of the present discord, it would be apposite to recount the essential facts, as delineated in the writ petition and the documents annexed thereto, which culminated in the institution of the present proceeding.

3. Vide Notice Inviting Tender (for short, "NIT") dated 11th May, 2023, the Superintendent, ESI Hospital, Manicktala, invited e-tenders from eligible bidders for the supply of cooked diets to the indoor patients of ESI Hospital, Manicktala, Kolkata, for the years 2023–24 and 2024–25.

4. On 18th May, 2023, a pre-bid meeting was convened by the members of the Tender Committee with prospective bidders at the office of the Medical Planning Officer-cum-Superintendent of the hospital. Upon deliberation on various issues pertaining to the said tender, minutes of the meeting were

recorded, and vide Memo dated 18th May, 2023, several amendments to the terms and conditions of the tender were notified.

5. The petitioner no. 1, being an eligible tenderer, submitted both technical and financial bids in terms of the NIT and the minutes of the pre-bid meeting notified on 18th May, 2023.

6. During the tender process, however, one of the bidders, namely, Mr. Sandip Halder, submitted a representation dated 28th June, 2023, alleging certain breaches of the tender conditions by nearly 20 out of 23 participating bidders, including the petitioner. The said representation, however, remained unattended. Consequently, citing inaction on the part of the authorities in considering his representation, Mr. Halder preferred a writ petition being WPA 19281 of 2023, which was disposed of by a Co-ordinate Bench of this Court by an order dated 19.10.2023, directing the concerned respondents to consider the said representation after affording an opportunity of hearing to Mr. Halder and to the other tenderers against whom allegations of violation of the NIT terms had been made, and to finalize the tender process by 17th November, 2023.

7. In compliance with the order dated 19th October, 2023, a hearing was afforded to Mr. Halder and the other bidders against whom allegations had been levelled. Upon conclusion of the said process, the technical bids of 18 bidders were rejected, while five technical bids, including that of the petitioner (all being L1), were found to be in order. Thereafter, a “Technical Evaluation Sheet” was uploaded on the official website of the respondents on 11th November, 2023.

8. In the light of the aforesaid circumstances, as all five bids were found to be L1, the petitioner, by a representation dated 13th November, 2023, addressed to respondent no. 5, requested that the tender process be finalized in terms of Clause 39 of the NIT. However, without taking recourse to the said clause, the respondents proceeded to conduct a draw of lots on 16th November, 2023, wherein *Grand Supply Service* emerged as the successful bidder, and accordingly, a work order was issued in its favour.

9. Meanwhile, one of the bidders, the respondent no. 6 herein, preferred a writ petition being WPA No. 26204 of 2023, challenging the rejection of its technical bid. The said writ petition was disposed of by a Co-ordinate Bench of this Court by an order dated 24th November, 2023, whereby the rejection of the technical bid of respondent no. 6 was set aside, and the concerned respondents were directed to resume the tender process from the stage of preparation of the technical evaluation sheet, treating the bids of respondent no. 6 and other similarly placed bidders as valid. It was further directed that, until conclusion of the tender process, *Grand Supply Service* would continue with the work awarded to it.

10. *Grand Supply Service* assailed the order dated 24th November, 2023, by filing an intra-court appeal being MAT 2368 of 2023. By an order dated 30th April, 2024, the appeal was dismissed with the rider that, until the tender process is finalised, the ad hoc arrangement enabling the appellant in MAT 2368 of 2023 shall continue, subject to the ultimate decision to be taken upon completion of the tender process. The said order further clarified that tenders whose technical bids had been rejected solely on the ground that they were not addressed to the 'Medical Planning Officer-cum-Superintendent' would be

permitted to participate in the process; however, the benefit of the judgment would not extend to those tenders that had been rejected for any other reason.

11. Pursuant to the order dated 24th November, 2023, the financial bids of nine bidders were opened on 4th May, 2024, and all such bids were admitted. By a corrigendum, the previously uploaded tender evaluation sheet was cancelled, and a new Technical Evaluation Sheet, incorporating an additional bidder, namely, *Sonar Bangla*, was uploaded on 6th May, 2024. Thereafter, on 8th May, 2024, the financial bids of ten bidders were opened.

12. However, on 8th May, 2024, the petitioners received an e-mail from the respondent authority, informing them that a lottery was scheduled to be held on 9th May, 2024, at the office of respondent no. 4, and requesting their presence at the same.

13. On 9th May, 2024, petitioner no. 1 submitted a representation highlighting certain anomalies and discrepancies in the financial bids of certain bidders, noting that the respondent authority had overlooked such irregularities and contraventions. It was pointed out that, in terms of Clause 26(d) of the NIT, such bids were liable to be rejected. The representation further indicated that the majority of the bidders had failed to upload their diet schedules in accordance with the terms and conditions of the NIT.

14. In the interregnum, *Grand Supply Service* filed another writ petition, being WPA 13006 of 2024, challenging the legality of the tender process; however, the said writ petition was dismissed by an order dated 9th May, 2024.

15. The petitioners contended that in another ESI hospital located at Sealdah, the tender process was finalized in accordance with the same provision of the

NIT; whereas, in the case of ESI Hospital, Manicktala, a different procedure was adopted, disregarding Clause 39 of the NIT entirely.

16. The petitioners, by a representation dated 12.05.2024, requested the respondent authority to finalize the tender process in terms of clause 39 of the NIT. However, as no effective action was taken, they filed WPA 13777 of 2024. A Co-ordinate Bench, by order dated 22.05.2024, directed the tendering authority to comply with clause 39, other relevant tender conditions, and the applicable Financial Rules while taking a final decision, leaving it open to any aggrieved bidder to challenge the process in the event of any illegality, violation, or non-adherence to the tender clauses or the rules of fair play.

17. On 24.05.2024, another corrigendum was issued cancelling the financial evaluation sheet and deciding to resume the tender process from the stage preceding its preparation. By an e-mail dated 27.05.2024, the petitioners were informed that the selection process would be held on 28.05.2024 in the chamber of the MPO-cum-Superintendent. However, on 28.05.2024, the respondent authority, without adhering to the relevant tender clauses, conducted a draw of lots among ten L1 bidders in complete disregard of the order dated 22.05.2024 passed in WPA 13777 of 2024, pursuant to which respondent no. 6 was declared successful and a work order was issued in its favour. Hence, the writ petition.

18. The petitioners' specific case in the writ petition is that, under Clause 39 of the NIT, the Tender Evaluation Committee was required to compute the rates of acceptable bidders based on the overall monthly financial implications for supplying all categories of diet before proceeding to any draw of lots. However, without undertaking such calculation, the respondent authority

conducted the draw of lots, thereby violating the terms of the NIT. It was further contended that the respondent authority resorted to the draw of lots in blatant disregard of the order dated 22.05.2024 passed in WPA 13777 of 2024 and in contravention of clause 177(c)(vii) of the West Bengal Financial Rules, which mandates acceptance of the lowest tender as a rule.

Case of respondents:

19. The essence of the defence set out in the affidavits-in-opposition filed on behalf of respondent no. 5 and 6 is that the interpretation of the terms and conditions of the tender lies within the exclusive domain of the 'Tender Selection Committee', who are the best judge in such matters. Accordingly, the Court ought to exercise restraint and refrain from sitting in appeal over the decisions of experts. It was further contended that the writ petition failed to disclose any infirmity in the decision-making process.

20. In compliance with the order dated 24.11.2023 passed in WPA 26204 of 2023 and the order dated 30.04.2024 passed in MAT 2368 of 2023, the technical bids of ten bidders were re-evaluated, and a technical evaluation sheet was published on 23.04.2024. Subsequently, certain errors were detected in that sheet, leading to the publication of a revised evaluation sheet on 06.05.2024. The financial bids of the ten bidders were opened on 10.05.2024, where it was found that all bidders had quoted the same rate.

21. It was specifically contended that the Evaluation Committee, while scrutinizing the financial bids, had already invoked clause 39 and carried out the assessment in accordance with clauses 39 and 42 of the tender document by computing the monthly financial implications based on the number of diets indicated in clause 42. Since all bidders had quoted identical rates, it was

decided to determine the successful bidder through a draw of lots. It was further asserted that the order dated 24.11.2023 had been duly complied with in its letter and spirit.

22. It was alleged that the petitioner, being a contractor, sought to determine the hospital's financial implication based on actual diet consumption data, including the "break diet" for patients discharged after breakfast. Such calculation, it was contended, was erroneous since the assessment must be made prospectively, not on past consumption figures. Hence, the petitioner's contention was untenable, and acceptance of similar claims by other hospitals created no equity or right in his favour. The tender committee was, therefore, justified in proceeding with the tender process based on a reasonable and rational interpretation of the tender terms.

Submissions:

23. Mr. Majumdar, learned Senior Advocate appearing for the petitioners, submitted that by a Notice Inviting Tender (NIT) dated 11.05.2023, the concerned respondent invited e-tenders under a two-bid system, namely Technical Bid and Financial Bid, from eligible bidders for supplying cooked diets to indoor patients of the hospital. He contended that, as per the instructions in the NIT, each bidder was required to quote rates for eight categories of diets, namely Diet 01 to Diet 08, such as general diet, admission diet, diabetic diet, cardiac diet, and others.

24. Mr. Majumdar submitted that the NIT required each bidder, in the financial bid, to specify (i) the cost of raw materials and (ii) the cost of cooking gas and service charges, including profit and applicable taxes separately. He pointed out that the rate of raw materials could not be lower than that

determined by the West Bengal Agriculture Marketing Board, while the cost of cooking gas was fixed at Rs. 6.15/- per day. Although the rate of raw materials might remain constant, the number of patients would vary, as those discharged after breakfast would not consume subsequent meals. Therefore, he claimed, in terms of Clause 39 of the NIT, the overall monthly financial implication had to be computed to determine the successful bidder.

25. He argued that as the bidders were required to quote rates of raw materials as per the rates fixed by the West Bengal Agricultural Marketing Board and cost of cooking gas were fixed by the respondent authority, it was quite obvious that rates of the bidders would be identical and in the present case also, all the ten bidders quoted the identical rates; however, without making any effort to calculate overall financial implication, the respondent authorities resort to drawing a lot in contravention of the clause 39 of the NIT and the order dated 24.11.2023 passed in WPA 26204 of 2023, which was affirmed in MAT 2417 of 2023 and also the order dated 22.05.2024 passed in WPA 13777 of 2024.

26. He claimed that by drawing a lot, the respondent no. 6 was chosen as a successful bidder and work order was also issued in his favour; however, he failed to quote rates in accordance with the instructions contained in clause 26 of the NIT and therefore, according to him, entire tender process stood vitiated. He prays for a directive to the respondent authority to finalize the tender process taking recourse to clause 39 of the NIT i.e. calculating overall monthly financial implication. He further claimed that such overall monthly financial implication would be calculated on the basis of numbers of the indoor patient over a certain for a preceding month or year.

27. In rebuttal, Mr. Ghosh, learned Senior Advocate appearing for respondent no. 6, contended that the scope of judicial review in tender matters is extremely limited. The determination of tender value and formulation of terms and conditions in the NIT lie exclusively within the executive domain, and the interpretation of those terms rests with the author of the tender document. He argued that unless the tendering authority's action is shown to be malicious or a misuse of statutory power, interference by a writ court is unwarranted. In support of his submission, he relied upon the decisions reported in *(2012) 8 SCC 216 [Michigan Rubber (India) Ltd. vs. State of Karnataka & Ors.]* and *(2022) 5 SCC 362 [Agmatel India Pvt. Ltd. vs. Resousys Telecom & Ors.].*

28. Mr. Ghosh further submitted that in the present case, since all 20 bidders had quoted identical rates, the tendering authority rightly resorted to a draw of lots in terms of Clause 39 of the NIT. He contended that a writ court lacks the expertise to assess whether the rates quoted by the bidders were correctly calculated and cannot sit in appeal over such administrative decisions. In support of this contention, he relied on the decision reported in *(2020) 16 SCC 489 [Silppi Constructions Contractors vs. Union of India & Ors.].*

29. Mr. Ghosh further contended that the terms and conditions of the NIT were applied uniformly to all bidders, and the petitioners had failed to demonstrate that they, or any other bidder, were subjected to any unfair treatment or discriminatory conduct. He submitted that a bidder cannot compel the tendering authority to accept his bid, and unless he establishes that any unfair practice was adopted or that he was subjected to discrimination, he cannot validly challenge the tender process. In support of this submission, he relied

on the decision reported in *(2014) 3 SCC 760 [Maa Binda Express Carrier & Anr. vs. North-East Frontier Railway & Ors.]*.

30. Mr. Ghosh submitted that the petitioners had prior experience as contractors supplying diets to the same hospital and were, therefore, well aware of the average number of indoor patients. He contended that the petitioners were now attempting to compel the authority to calculate the overall monthly financial implication based on the number of indoor patients from previous months. He further pointed out that when the petitioners' brother had earlier been awarded the same contract, no such objection had been raised. However, since respondent no. 6 emerged as the successful bidder through a draw of lots, the petitioners, having participated in the process and failed, have now raised these issues, which, according to him, are wholly unsustainable.

31. In response, Mr. Majumdar, while referring to the factual background of the decisions relied upon by Mr. Ghosh, contended that those cases are clearly distinguishable on facts and, therefore, have no applicability to the present case. He asserted that in the present matter, the respondent authority proceeded to draw a lot in contravention of the clauses of the tender documents and the orders of this Court. In support of his contention, he relied on the decision reported in *2020 (6) Mh. L.J. 532 [Jalgaon Golden Transport Pvt. Ltd. vs. Union of India]*.

Analysis and Conclusion:

32. In pursuing socio-economic objectives, the State is obliged to invite tenders or hold public auctions and engage in commercial activities. In doing

so, the State must have the freedom to contract and to stipulate the terms and conditions of such contracts and tenders. However, disputes arising from these activities may attract the scrutiny of writ courts. Such courts, however, must exercise self-imposed restraint and should be reluctant to interfere in tender matters unless it is shown that the State's action fails the tests of legality, rationality, and reasonableness, namely Wednesbury unreasonableness or arbitrariness, or is manifestly discriminatory. At the same time, the State, while entering into a contract with a private individual, is expected to adhere strictly to the terms and conditions of the contract, and in tender matters, to the terms of the tender documents.

33. In the instant case, based on the pleadings and arguments of the rival parties it is quite vivid that the question that arises for determination is whether the tendering authority, by completely disregarding essential clauses of the NIT, including Clauses 26, 39, and 42, as well as the orders of this Court, acted unlawfully in finalizing the tender process through a draw of lots, and in awarding the contract and/or issuing the work order in favour of respondent no. 6.

34. Therefore, to determine that question, it would be apposite to quote certain clauses from the tender document (NIT), which read as follows:

"Clasue 5. Financial Bids

(i) The rate should be quoted for all categories of diets separately (Diet 01 to Diet 08) in the format and upload the same along with other documents.

(ii) In the interest of supplying quality Diet for indoor patients, the offered rate for raw materials should not be less than the rate calculated by the Office on the basis of the rate provided by the West Bengal Agriculture Marketing Board.

(iii) The cost of cooking gas has been at Rs. 6.15/- per head per day.

(iv) The rate offered should be consolidate i.e., (a) cost of raw material (b) cost of cooking gas (c) service charge including profit and taxes, if any.

26. For diet schedule, annexed herewith, it will be evident that a total of 8(eight) categories of diet along with mealesare being maintained in the Hospital dies so constituted with a no. assigned to each dietary categories should preferably be supplied as follows:

(i) Morning Tea	- 7 a.am. to 7.30 a.m.
(ii) Breakfast	- 8.30 a.m. to 9 a.m.
(iii) Lunch	- 11.30 a.m. to 12 Noon
(iv) Afternoon Tea	- 3.30 p.m. to 4 p.m.
(v) Dinner	- 8 p.m. to 8.30 p.m.

Furnishing of Rates:

a) **Cost of raw materials**: - The costs of raw materials have been acquired as per west Bengal Agricultural Marketing Board.

b) **Cooking gas:** - The cost of cooking gas will have to be shown separately for Tea, Breakfast, Lunch and Dinner for each category of diet.

c) **Cost of Service charges including taxes, if any**:- The cost of service charges including taxes, if any, will have to be shown separately for Tea, Breakfast, Lunch and Dinner for each category of dies.

d) Finally, consolidated rate against each to be quoted taking together, (a +b+c) for the supply of each category of diet. The bidder has to fill up the Diet schedule of Diet-I to Diet -8 accordingly and upload it along with other documents for verification of the calculation done by the bidder, to come to a consolidated rate. The holders can only put the consolidate rate of each category of Diet in the BOQ. If there is discrepancy between the rate uploaded and the rate quoted in the Diet schedule, then the bid will be liable for rejection. Rates must be quoted against each category of diet and each scale of diet and not in a single category of diet should be left un-quoted. **The bid will be cancelled, if the bidder does not quote the rates properly.**

e) No separate charge for any other item is admissible.

f) The selected contractor will have to pay minimum wages to his employees at the rate as notified by the concerned department, Government of West Bengal from time to time as well as to contribute towards EST A/C and EPF A/C is in respect of his Employees as and when applicable. The bill for reimbursement of wages, EPF, ESI contributions will be reimbursed separately (**only for the no. of manpower sanctioned**.). The agency has to submit the challan/document of the previous month as a proof that Employees contribution towards ESI, EFP is deposited for processing of bill for the following month.

39. **MODE OF CALCULATION OF RATES:-**

The calculation of rates of acceptable bidders will be on the basis of overall monthly financial implication for supply of all categories of diet. In-case of tie the lots will be drawn unless the supervision of the Superintendent of the hospital with the help of the tender selection committee.

42. AVERAGE MONTHLY CONSUMPTION OF DIET OF ESI HOSPITAL- MANICKTALA

Type of Diet	Average Consumption	Remarks
DIET-1	6356	
DIET-2	854	
DIET-3	1473	
DIET-4	363	
DIET-5	1612	
DIET-6	471	
DIET-7	109	
DIET-8	1457	

35. In the present case, as it was urged that the tendering authority proceeded in contravention of the order dated 24.11.2023 passed in WPA 26204 of 2023, the order dated 30.04.2024 passed in MAT 2417 of 2023 and the order dated

22.05.2024 passed in WPA no. 13777 of 2024, it would be prudent to quote operative portions of those three orders, which are reproduced hereinbelow:

Operative part of the order dated 24.11.2023 passed in WPA 26204 of 2023:

“19. Accordingly, WPA no. 26204 of 2023 is allowed, thereby setting aside the rejection of the petitioners’ tender as reflected in the tender evaluation sheet, annexed at page 58 (annexure P-6) of the writ petition.

20. The respondent-authorities shall resume the tender process from the stage prior to the technical evaluation sheet and the rejection being published, by deeming that the bid of the petitioners and the other similarly placed bidders were valid despite having been addressed to the Superintendent instead of MPO-cum-Superintendent and, thereafter, to conclude the process at the earliest.

21. All consequential steps taken, including the issuance of the work order in favour of the private respondents, pursuant to the rejection of the petitioners and others bid by the impugned technical evaluation sheet, is also consequentially set aside and quashed.

22. The private respondent shall, without creating any special right or equity in favour of the private respondent in that regard, continue with the work awarded to the private respondent till the tender process is finalised in terms of the above direction.

23. It is, however, made clear that such arrangement is ad hoc, keeping in view the submission of the State that the tender relates to supply of cooked diet to

the patients of Government hospitals, who would suffer irreparably in the event such process if stalled by virtue of this order.”

Operative part of the order dated 30.04.2024 passed in MAT 2417 of 2023:

“11. Accordingly the appeals are dismissed and the respondent authority are directed to comply with the directions issued in paragraphs 19 and 20 of the judgment within a period of four weeks of the date of the receipt of the server copy of this order. Till the tender process is finalised, the adhoc arrangement enabling the appellant in MAT in 2417 of 2023 shall continue and abide by the ultimate decision taken after tender process is finalised.

12. As noted above, the benefit of this judgment can very well be extended to the other companies who had participated in the tender and the bid was technical rejected only on this ground that it was not addressed to ‘MPO-cum-Superintendent’, those bidders companies shall also be invited to participate in the further tender process, if they so desire, however, if the bid was technically rejected for some other reasons or in addition to this reason, the benefit of this judgment will not enure in favour of them but only to such of those persons whose bid was technically rejected on the only ground that it was addressed to “MPO-cum-Superintendent” should be allowed to participate in the further tender process.”

Operative part of the order dated 22.05.2024 passed in WPA no. 13777 of 2024.

“ 8. Upon considering the contentions of the parties, it appears that the petitioners’ apprehension are premature, since the Tender Inviting

Authorities are yet to take a final call on the financial bids, which have been merely opened but no decision has been arrived at as yet in respect of who is the successful bidder entitled to the issuance of work order.

9. It is expected that the Tender issuing Authorities shall comply with not only Clause 39 of the tender document but also other relevant terms of the tender as well as the governing Financial Rules while taking a final decision in the tender process.

10. Hence, there is no scope to interfere at this stage.

11. Accordingly, WPA no. 13777 of 2024 is disposed of in the light of the above observations, making it clear that the merits of the contentions of the parties have not been gone at this stage and keeping it open for any aggrieved bidder to challenge the tender process in the event it is found that there is any gross illegality or violation or non adherence to the tender clauses or the rules of fair play by the Tender Issuing Authorities."

36. Therefore, in terms of the order dated 22.05.2024 passed in WPA No. 13777 of 2024, the tendering authority was required to comply with Clause 39 and other relevant provisions of the tender document, as well as the applicable Financial Rules, while taking a final decision in the tender process.

37. In accordance with Clause 26, each bidder was required to indicate separately the cost of cooking gas and the service charges. The clause further stipulates that if a bidder fails to quote the rates properly, the bid shall be liable to cancellation.

38. From the rates quoted by the private respondent no. 6, as appearing at pages 403 to 410 of the writ petition, it is evident that the cost of cooking gas has not been shown separately. Accordingly, in terms of Clause 26, the bid of the private respondent no. 6 ought to have been cancelled. However, the tendering authority, for reasons best known to it, overlooked this irregularity and failed to cancel the said bid. It is needless to mention that non-compliance with the terms and conditions of the tender document not only amounts to illegality but also constitutes a clear violation of the order dated 22.05.2024 passed in WPA No. 13777 of 2024.

39. Therefore, from any angle it is viewed, it cannot be denied that the selection of the private respondent no. 6 as the successful bidder does not conform to the legal and procedural requirements. To some, such an omission may appear trivial or negligible; however, this situation invokes the legal maxim *"Dura lex sed lex"* which serves as a reminder of the importance of the rule of law and the necessity of adhering to legal standards, even when they may seem rigid or unjust in particular instances. It embodies a foundational principle that upholds the integrity and reliability of the legal system.

40. There can be no doubt as to the binding authority of the decisions cited by Mr. Ghosh; however, those precedents are of no avail to the private respondent no. 6 in the facts of the present case.

Order:

41. Therefore, based on the discussions and reasons set out in the preceding paragraphs, the writ petition is disposed of with a direction upon the

tendering authority to treat the bid uploaded by the private respondent no. 6 as invalid. The respondent authority is further directed to evaluate the bids of the remaining bidders whose technical bids were found to be valid, prior to conducting the lot in which the private respondent no. 6 was selected as the successful bidder, and to finalise the tender process strictly in terms of the order dated 22.05.2024 passed in WPA No. 13777 of 2024, in accordance with Clause 39 and other relevant provisions of the tender document as well as the governing Financial Rules within four weeks from the date of receipt.

42. It is imperative to clarify that until the tender process is finalised in terms of the above directions, the private respondent no. 6 shall be permitted to continue with the work order presently operating in its favour. However, such continuance shall not create any equity or confer any right upon the said respondent.

43. With these observations and order, the writ petition is, thus, disposed of; however, without any order as to the costs.

(Partha Sarathi Chatterjee, J.)

Later

After pronouncement of this judgment, Ms. Kar Ghosh, learned Advocate appearing for the private respondent no. 6, prays for stay of operation of this judgment.

Prayer is considered; however, the same is rejected.

(Partha Sarathi Chatterjee, J.)