

**WPA 11208 of 2021**  
(Through Video Conference)

**Sudip Chatterjee**  
**Vs.**  
**State of West Bengal & Ors.**

Mr. Apurba Kumar Datta  
..for the petitioner

Mr. Anirban Roy, Ld. GP  
Mr. Raja Saha  
Mr. Sayan Ganguly  
..for the State

Affidavit-of-service filed in court today be kept with the record.

The writ petitioner participated in the e-tender process for supply of cleaning and housekeeping services in different rural hospitals in District-Malda. The petitioner submitted his tender on 14<sup>th</sup> June, 2021.

The writ petition is filed since after rejection of his tender. It is submitted that the employer, Department of Health and Family Welfare could not have limited the contract to be awarded to one year. Reference is made to the guidelines of the Ministry of Health and Family Welfare dated 21<sup>st</sup> August, 2019, inter alia, which prescribe that contract is awarded for a minimum period of three years renewable for a financial year upon satisfactory performance by bidder.

Reliance is also placed on a document dated 26<sup>th</sup> August, 2020 to indicate that NIT issued by the Ministry of

Health and Family Welfare has to strictly comply with the draft conditions dated 21<sup>st</sup> August, 2019.

Learned Counsel for the State Mr. Saha submits that having considered the pandemic and in that view of the performance of the petitioner, who was having the contract since 2015, the State has decided in public interest that the tenders would be floated to award contracts only for the period of one year. It is submitted that the State has often faced problems of quality and performance, from persons who have three years contract. After an initial brief period of successful performance, contractor has failed to adhere to quality work. It is in that view of the matter in public interest the State has decided to invite tenders only for a period of one year.

This court has seen by reference to the decision of the Supreme Court in **Meerut Development Authority Vs. Association of Management Studies and another**, reported in **(2009) 6 SCC 171**, **Tata Cellular Vs. U. O. I.** reported in **1994 SCC(6) 651** and **Raunaq International Ltd. Vs. I. V. R. Construction Ltd.**, reported in **(1999) 1 SCC 492** that the State has to be allowed play in the joints to change tender conditions in the prevalent atmosphere. No impropriety is seen by the Court in the State having limited contract for housekeeping service to one year instead of earlier practice of 3 years.

It is also to be noted that the writ petitioner has challenged the tender conditions after having participated

in the tender process by submitting his bid. The petition has been filed after the petitioner failed to qualify. This practice has been deprecated.

It is in that view that the writ petition is dismissed.

There shall, however, no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

**(Rajasekhar Mantha, J.)**