

09-01-2025
Item No.17
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
Appellate Side

WPA No.483 of 2025
Sudip Chatterjee

-vs-

The State of West Bengal & Others

Mr. Swarup Paul
Mr. Surya Maity
Mr. Anish Roy ...for the petitioner

Mr. Nilotpall Chatterjee
Mr. Amrita Lal Chatterjee ...for the State

1. The writ petition relates to a tender floated by the Medical Superintendent cum Vice Principal, Malda Medical College & Hospital on December 14, 2024 relating to cleaning and housekeeping/scavenging services at the said hospital. The petitioner is currently providing such services to the said hospital.
2. The schedule of work and special terms and conditions set out in the tender document mentions that the bidder shall have an average annual turnover of at least Rs.10 crore in the last three financial years. The time schedule of the tender mentions that the date of publishing the NIT and other documents online was December 16, 2024, pre-bid meeting was to be held on December 23, 2024, online bid submission date started on December 30, 2024 and the end date for submission of documents online is January 9, 2025. Submission of earnest money deposit online started on and from December 30, 2024 at 10 a.m. to January 9, 2025 at 4 p.m.

3. On December 23, 2024, the concerned authority published a corrigendum and clarified the average turnover requirement. The revised clause mentions that the annual turnover of the bidder to be at least Rs.10 crore per financial year for the last three financial years.
4. According to the petitioner, the revised clause has been tailor-made only to suit a certain class of persons. The petitioner contends that the initial clause required an average annual turnover of at least Rs.10 crore in the last three financial years, whereas the revised clause requires at least Rs.10 crore per financial year for the last three financial years.
5. The petitioner further contends that raising of the financial requirement turnover has narrowed down the zone of participation of the bidders. He further submits that he is eager to participate in the tender process, but because of the raising of the financial turnover requirement bar, it is becoming difficult for him to contest the bid. He has annexed the tax invoice for the month of November 2024 in support of the submission that only Rs.20 lakh is the monthly requirement.
6. It has also been argued by the petitioner that the initial requirement of having average annual turnover of at least Rs.10 crore ought to be the proper clause as has been reflected in the notice inviting e-tender, and that there is no requirement of the revised clause.
7. Learned counsel representing the respondent authority, on the other hand, submits, upon instruction, that the petitioner did not raise any grievance at the time of the pre-bid meeting. In

fact, the petitioner did not attend the pre-bid meeting at all. No representation/objection was filed by the petitioner before the authority. The online bid submission started after the corrigendum notice was published.

8. According to the respondent, had the petitioner been aggrieved with the corrigendum, he ought to have raised the same issue before the authority. Only at the last moment of filing the bid, the petitioner has approached this Court with a view to stall the tender process with an oblique intention to continue with the work as he is the service provider presently.
9. It has further been submitted that the conduct of the petitioner clearly reflects that he is not eligible to participate in the tender process and, accordingly, he is trying to stand in the way of the finalization of the tender.
10. I have heard the respective submissions advanced on behalf of the parties.
11. Admittedly, the tender was floated on December 14, 2024 and the corrigendum was published on December 27, 2024. The online submission date started on December 30, 2024. The checklist of the documents required to be submitted at the time of online submission of the bid clearly mentioned about the annual turnover of at least Rs.10 crore in the last three financial years. The same clause has been reflected in the corrigendum under the caption 'revised clause'.
12. In the first pre-bid meeting it may have appeared to the authority that there may be an ambiguity in the schedule of work and special terms and conditions and the documents to be submitted before the authority for which the authority came

up with a clarification.

13. The terms and conditions of a tender are fixed by the tender issuing authority and the bidder hardly has a say in the matter. If the petitioner fulfills the eligibility criteria as per the original tender document dated December 14, 2024, then he ought to have submitted his bid within the stipulated time period. The time for submission of bid online has expired by now and the petitioner is yet to submit his bid.
14. Hence, the Court is not inclined to exercise its jurisdiction in the instant writ petition.
15. The writ petition, thus, fails and is hereby dismissed.
16. Affidavit of service filed in Court be taken on record.
17. All parties are to act on the server copy of this order duly downloaded from the official website of this Court.
18. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]

