

19-08-2025
Item No.9
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
Appellate Side

WPA No.18708 of 2025
Verde Solaire Private Limited
-vs-
The State of West Bengal & Ors.

Mr. Srijib Chakraborty
Mr. Anindya Ghosh
Mr. Souvik Das
Mr. Debdut Banerjee ...for the petitioner

Mr. Nilotpal Chatterjee, JGA
Mr. Arkadipta Sengupta ...for the State

Mr. Dipanjan Ghosh ...for the Agency

1. The matter relates to a tender process.
2. Supplementary affidavit filed by the petitioner be taken on record. Corrigendum dated August 14, 2025 published by the Superintending Engineer, West Bengal Renewable Energy Development Agency extending the time period for submission of the bid and the date for opening the bid is annexed thereto.
3. The further corrigendum being Memo No. WBREDA/37/2025/395 dated August 18, 2025 and Memo No. WBREDA/37/2025/398 dated August 18, 2025 are also annexed to the supplementary affidavit.
4. By the corrigendum Memo No. WBREDA/37/2025/395 dated August 18, 2025 certain amendments were made in the initial tender notice. By the subsequent corrigendum Memo No. WBREDA/37/2025/398 of the same date the amendments were cancelled.

5. Learned counsel for the petitioner submits that the authority principally agreed to amend the terms and conditions of the notice inviting tender and, accordingly, published the corrigendum on August 18, 2025. Thereafter, for reasons best known, the tender inviting authority cancelled the amendments.
6. It has been submitted that once the authority accepted that changes were required in the initial tender document and proceeded to publish corrigendum of the tender, the authority ought not to have cancelled the same.
7. It has further been contended that the conditions for a bidder to have local office and trade license anywhere in West Bengal for minimum three years and the condition for having GST registration in West Bengal for the last three years have been incorporated solely to give benefit to some of the favoured bidders. The authority intends to exclude participation of the petitioner who is an existing contractor and is satisfactorily performing the work.
8. It has been submitted that the authority ought to provide a level playing ground to all bidders and ought not to restrict participation only to the bidders belonging to the State of West Bengal. Free, fair and healthy competition ought to be encouraged.
9. The petitioner has brought to the notice of the Court that in the meantime the petitioner has already obtained trade licence in the State of West Bengal. The petitioner has also managed to set up a local office within the State of West Bengal and has applied for obtaining GST registration within

the State.

10. Prayer has been made to exercise the power of judicial review and cancel the order of cancellation of the amendments and to permit the petitioner to participate in the bidding process.
11. Learned counsel for the Agency submits, upon instructions, that the corrigendum was published with the amendments mentioned but thereafter the authority decided it to cancel the same as the authority faced inconvenience on earlier occasions to manage and supervise the contractors who are from outside the State.
12. It has also been submitted that for the purpose of assessing the continuity of the service provider by the contractor, three years' time period has been mentioned in the notice inviting tender. Allegation of mala fide has been denied by the Agency.
13. Upon hearing the respective submissions made on behalf of both the parties and on perusal of the documents placed before this Court, it appears that the Agency intends to engage a contractor from within the State so that the Agency may have proper control and can supervise the work regularly. The Agency thought it fit to restrict participation of the contractors from within the State having genuine and steady background of performing satisfactory work of three years.
14. It is settled law that the tender issuing authority is the best person to decide the terms and conditions of the contract. It does not appear that the tendering issuing authority with mala fide intention has restricted participation only to the contractors from within the State.

15. For the purpose of convenience and for the purpose of maintaining proper supervision over the contractors, the clause of having three years' experience, trade license, registration of GST and an office within the State may be required.
16. Though the petitioner contends that the restriction has been brought in to deny participation of the petitioner but the said submission does not impress the Court. The restriction appears to be applicable to all concerned. The same is very general in nature. There may be several bidders from within the State and it is always open for the tender issuing authority to select the best candidate.
17. It will be highly improper for the writ Court to impose conditions or to suggest incorporating new conditions in the notice inviting tender. The Court ought not to transgress its jurisdiction and extend the scope of judicial review in the tender process.
18. The Court is not satisfied that the terms and conditions of the notice inviting tender are so arbitrary calling for interference. The Court is not inclined to exercise jurisdiction in the matter.
19. In view thereof, the writ petition fails and is hereby dismissed.
20. All parties are to act on the server copy of this order duly downloaded from the official website of this Court.
21. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]

