

17
27.01.2026
Court. No. 25
D.Hira

WPA 29861 of 2025

Chandan Sengupta
Vs.
The State of West Bengal & Ors.

Mr. Swarup Paul,
Mr. Biswaroop Bhattacharya,
Mr. Swapan Kumar Pal,
Ms. Srijani Mukherjee.

... for the petitioner

Ms. Nilotpal Chatterjee,
Mr. Amrita Lal Chatterjee.

... for the State

1. The petitioner has challenged the notice inviting tender issued by the respondent authorities for engagement of agency for internal Security and Housekeeping/Scavenging Services at the entire premises of Midnapore Homoeopathic Medical College and Hospital.
2. Learned counsel for the petitioner submits that in the tender document under the heading 'Eligibility Criteria and Disqualification' at Clause (A) xii (a), it is mentioned that "the intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent) of the tender amount during last 3 (three) years prior to the date of the issue of this e-Tender notice or the intending tenderer should produce credentials of 2 (two) similar nature of completed works, each having a minimum value".

3. He further submits that though as per the aforesaid clause, the minimum value is given as 40% but in the tender document the tender value is shown as 00 or N.A.
4. He further submits unless and until the authority will show the value of the tender, how the petitioner can value at 40% of the tender amount.
5. He further submits that in the tender condition, it is mentioned that during the last three years prior to the date of issue of the e-Tender notice but on the earlier occasions, the similar matter came before this Court and the respondent authorities have accepted that the condition is to be rectified by way of corrigendum and subsequently tender condition was rectified by issuance of corrigendum stating that the period of three years as mentioned in Clause 3.1 in the tender document means service rendered after April 2011.
6. He further submits that subsequently on several tenders have been issued wherein it is mentioned that the bidder should have supplied in any 3 years after 2011 from the date of tender opening.
7. He further submits that the period is to be taken into consideration from 2011 as Act has come into force in 2011 only and thus, the tender process initiated by the respondent authorities is not in accordance with law and it is to be set aside.

8. Per contra, learned counsel appearing for the State submits that the petitioner is not taken the ground of the tender value in the present writ application though the petitioner has made submissions before this Court at the time of making submissions.
9. He further submits that it is the prerogative of the administration with regard to imposition of terms and conditions of the tender document.
10. He further submits that the petitioner is still supplying the Security and Housekeeping/Scavenging Services with the respondents, he knows with regard to the criteria for participating in the tender process.
11. He further submits that the Government of West Bengal time and again issued the circular fixing the minimum wages for the unskilled security guard. As per the circular dated 17th June, 2025, the monthly wages of the unskilled security guard is Rs.10,329/- and per day is Rs.397/-
12. He further submits that as regards the sweeping, cleaning and scavengers, the minimum wages per month is Rs.10,329/- and monthly is Rs.397/-.
13. Learned counsel appearing for the State has handed over the calculation sheet and submits that as per the tender document the firm has to supply eight security guards and eight scavengers. If the monthly amount of Rs.10,329/- is taken into consideration for 16 persons, the total amount

would be Rs.1,65,264 which is 24.58% of base wages.

14. He further submits that if the management fees of 10% of the base wages is taken into consideration, it will come at Rs.16,526.40/-.

15. Accordingly, the total monthly contract value would be Rs.1,65,264 + 40,621.89 + Rs.16,526.40 = Rs.2,22,412.29 and thus the annual contract value is Rs.26,68,947.48 and thus the authorities have rounded off the EMD calculation of Rs.50,000/-.

16. Learned counsel appearing for the State further submits that in the tender document it is categorically mentioned that appropriate minimum rates and wages of security personnel and housekeeping/scavengers personnel will be treated as unskilled categories. As per the appropriate minimum rates of wages of this zone the monthly wages in 10,329/- and the total annual amount would be Rs.26,68,947.48/-.

17. He further submits that the petitioner had the knowledge with regard to the total value of the tender document but in spite of having the same the petitioner has filed the present writ application.

18. Learned counsel for the State has relied upon the judgment in the case of ***Michigan Rubber (India) Limited vs. State of Karnataka & Ors.*** reported in ***(2012) 8 Supreme Court Cases 216*** and submits that the Hon'ble Supreme Court has

categorically framed the principles for entertaining the writ petition with regard to the tender matters.

19. He further submits that the Hon'ble Supreme Court time and again has held that the fixation of a value of the tender is entirely within the purview of the executive and courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited.

20. He further submits that in the present case, there is no arbitrary action on the part of the respondents and the respondents have categorically stated that appropriate minimum wages/rates would be applicable as unskilled mazdoors in terms of the notification of the appropriate government wherein daily wages have been fixed.

21. Learned counsel for the State also relied upon the judgment in the case of ***Afcons Infrastructure Limited vs. Nagpur Metro rail Corporation Limited & Anr.*** reported in ***(2016) 16 Supreme Court Cases 818*** and submits that the Hon'ble Supreme Court further held that the owner or the employer of a project, having authored the tender

documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity.

22. He submits that in the present case, there is no arbitrary action on the part of the respondent authorities and thus this Court cannot interfere with the tender process initiated by the authority for supplying of the security personnel and housekeeping/scavengers personnel.

23. Per contra, learned counsel for the petitioner has relied upon the judgment in the case of ***The Silppi Constructions Contractors vs. Union of India & Anr.*** passed in ***SLP No. 13802-13805 of 2019 dated 21st June, 2019*** and submits that the Hon'ble Supreme Court has considered both the judgments as relied by the respondents and the Hon'ble Supreme Court has held that this Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationality, mala fides and bias.

24. He further submits that in the present case on the face of the record it is find that the authorities have issued the tender notice with the mala fide intention to debar the petitioner for participating in

the said tender without mentioning the tender value and the period of experience.

25. Heard the learned counsel for the respective parties and perused the materials on record.

26. The petitioner is aggrieved with the Clause 3(xii)(a) wherein it is mentioned that the intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent) of the tender amount during last 3 (three) years prior to the date of the issue of this e-Tender notice.

27. Upon plain reading of the said clause it is clear that the tenderer should possess certificate showing that the concerned firm has completed the similar nature of the work during the last three years. There is no dispute that the last three years is to be considered till the date of tender i.e. last three years.

28. The contention made by the petitioner that the experience of any three years is to be taken from 2011 till the date of publishing the tender is not correct. The authority has to consider the experience of the firm for the last three years i.e. till the date of publication of tender notice. Thus, there is no illegality with regard to three years prior to the date of issue of tender notice.

29. As regard the value of the tender, the respondents ought to have mentioned the tender value. The

respondents have mentioned that the tenderer should produce document of similar nature of completed single work having value of 40% of the tender amount. If no tender amount is mentioned in the tender document, the tenderers will not be able to calculate 40% of the tender amount. The respondents during the hearing have supplied the justification of tender value, the same could have been mentioned in the tender document.

30. Accordingly, the authorities are directed to immediately issue a corrigendum by mentioning the tender value within a period of one week from date.

31. After the issuance of the corrigendum, by mentioning the tender value in the tender document, the respondents are directed to extend the time of submission of tender documents by the tenderer.

32. WPA No. 29861 of 2025 is disposed of.

33. Urgent Photostat certified copy of the order, if applied for, be given to the parties on compliance of requisite formalities.

(Krishna Rao, J.)