

S/L 7
17.06.2026
Court. No. 25
suvayan

WPA 12639 of 2026

ICHOR Biologics Private Limited
Vs.
The State of West Bengal & Ors.

Mr. Suman Dutt, Sr. Adv.
Mr. soumya Majumdar, Sr. Adv.
Mr. Paritosh Sinha
Mr. Amitava Mitra
Ms. Sumita Shaw
Mr. Namna Agarwal
Ms. Anusuya Thatoi

...for the petitioner.

Ms. Sudipa Banerjee
Mr. Rajen Dutta
Ms. Sneha Chatterjee

...for the State.

1. The affidavit-of-service filed by the petitioner be kept with the record.
2. After receipt of the notice only the learned advocate for the State is appearing. None appears on behalf of the other respondents.
3. The grievance of the petitioner in the present writ application is that on October 6, 2023 a notice inviting tender was issued with respect of for collecting discarded/excess/surplus available screened of Fresh Frozen Plasma (FFP) from different BCSU (Blood Component Separation Unit) attached to the State Government Blood Banks across the West Bengal initially for a period of one year and the said rate shall be continued for a period of next two years with the same terms and conditions.
4. On January 15, 2024 the respondent authorities have issued the work order for collecting

discarded/excess/surplus available screened of Fresh Frozen Plasma to the petitioner on January 15, 2024 informing that initially the said work order will be valid for one year and may be extended to next two years with effect from the receipt of this order on satisfactory performance.

5. On January 16, 2025, the respondent authorities have extended the period from January 16, 2025 to January 15, 2026. Subsequently, on February 3, 2026 the respondents have further extended the contract period of the petitioner only for three months with effect from January 16, 2026 to April 16, 2026 instead of one year and again on March 13, 2026 the respondents have extended the contract period for a further period of two months from April 17, 2026 till June 30, 2026 or finalization of fresh tender whichever be the earlier.
6. The first contention raised by the petitioner that as per the tender notice and the first work order issued by the authorities, initially the contract period is one year and the same can be extended for a further period of two years but in the present case the first extension was granted for one year but subsequently instead of extending further period of one year the extension was granted for three and two months respective which is going to be expired on June 30, 2026.
7. Learned counsel for the petitioner submits that as per the work order, the extension of the period should have been till January 15, 2027 but the authorities instead of extending the further one year period have issued the tender notice on May 19, 2026 with the same condition

and in the fresh tender notice issued on May 19, 2026 at Clause no. 9 it is mentioned that the bid shall remain valid for acceptance for a period of one year after the date of opening of tender, as prescribed in the tender document.

8. Learned counsel for the petitioner further draws attention of this Court to Annexure – P12 at page no. 108 of the present writ application and submits that the new tender notice issued by the respondent the last submission date of June 15, 2026 and the bid opening date is June 18, 2026. He further submits that the petitioner has no other option but to participate in the said tender without prejudice his rights and contentions with regard to the extension of the period of contract till January 15, 2027.
9. Learned counsel for the petitioner submits that though in the fresh tender notice dated May 19, 2026 it is mentioned that the bid shall remain valid for acceptance for a period of one year after the date of opening of the tender and as per the Annexure – P12 at page no. 108 of the writ petition the last opening date is June 18, 2026 but the similar condition was imposed on the earlier occasion in the year 2023 wherein the petitioner participated in the said tender. In the said tender also the same Clause 9 was there that the bid shall remain valid for acceptance for a period of one year after the date of opening of the tender but the respondent authorities have awarded the tender before the period of one year. Thus, the petitioner is apprehending that on opening of the tender on June 18, 2026 they will proceed for issuance of the work order without considering the case of the petitioner for extension of the period in

terms of the tender notice dated October 6, 2023 and the work order dated January 15, 2024 till January 15, 2027.

10. Learned counsel for the State submits that the tender notice dated October 6, 2023 on the basis of which the petitioner has participated and the work order contains the termination clause and as such the authorities have the right to terminate the work order of the petitioner by giving a three months notice to the petitioner. He further submits that the respondents have the right to publish the tender notice and taking into said consideration the respondent authorities have only extended the contract period only till June 30, 2026 and thus the petitioner has no right to claim his period of contract till January 15, 2027.
11. Considered the submission made by the learned counsel for the respective parties, perused the materials on record.
12. This Court finds that the petitioner has participated in the tender notice dated October 6, 2023 considering the Clause that initially the contract period will be one year and the said period will continue for the next two years and accordingly, the respondent authorities initially extended for one year with effect from January 16, 2025 to January 15, 2026. Subsequently, instead of extending the period of one year the respondent authorities have extended the period for three months and subsequently further period of two months which is valid up till June 30, 2026. In the meantime on May 19, 2026 the respondent authorities have issued the fresh tender.

13. In the fresh tender notice the respondent authorities have categorically stated that in Clause 9 of the said tender “the bid shall remain valid for acceptance for a period of one year after the date of opening of tender, as prescribed in the tender document”. But the document appearing at page no. 108 being Annexure – P12 of the writ petition which reveals that the opening date of tender is June 18, 2026. The petitioner submits that the petitioner had the experience with regard to the same Clause on the earlier tender on October 6, 2023 and the respondents have without waiting the period of one year had issued the work order and they apprehending that the respondent authorities after opening the tender on June 18, 2026 issued the work order which will frustrate the contract of the petitioner which was issued on January 15, 2023.
14. Considering the above, this Court finds that it is the specific Clause in the notice inviting tender dated October 6, 2023 initially the contract period will be one year and the same shall be continued for the next two years and the respondent authorities have initially extended the period of one year and subsequently instead of extending the period of one year have extended the period of three and two months consecutively.
15. Thus, this Court finds that if the respondent authorities will open the tender on June 18, 2026 and issued the work order in terms of the fresh tender, the work order issued to the petitioner on January 16, 2024 will be frustrated.
16. Thus, the writ petition is disposed of by allowing the respondent authorities to open the tender on June 18,

2026 but not to give any effect till January 15, 2027 and the participation of the petitioner in the tender shall be abide by the terms and conditions of the tender.

17. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)