



## **BID DOCUMENT**

**TENDER FOR: APPOINTING FIRMS OF CHARTERED ACCOUNTANTS FOR  
INTERNAL AUDIT OF WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT  
CORPORATION LIMITED.**

**Tender no. : EOT/COM/23-24/00002,     Date: 25.05.2023**

**Due Date: 02.06.2023**

**TWO PART BID  
PART-1: TECHNO-COMMERCIAL BID  
PART-2: FINANCIAL BID**

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION  
LIMITED  
(A Govt. of West Bengal Undertaking)  
Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Bidhannagar,  
Kolkata:-700091**

**NOTICE INVITING TENDER NO. : EOT/COM/20-21/00002, Date: 25.05.2023**

Sealed offers (in duplicate) are invited from reputed firms of Chartered Accountants for appointing internal auditors of the Corporation.

Brief description of work	Tender Document Money (Rs)	Earnest Money Deposit (EMD) (Rs)	Start date of Tender availability at Office	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
INTERNAL AUDIT FOR WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED.	Rs.500/- (In the form of DD in favour of WBEIDC Limited )	Rs.3000/- (In the form of DD in favour of WBEIDC Limited Payable at Kolkata)	25.05.2023	02.06.2023 ( 12 P.M)	05.06.2023 (3 P.M)
<b>Bid Submission &amp; Venue for opening bids</b>	<b>WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP &amp; GP, Sector-V, Salt lake, Bidhannagar Kolkata – 700091</b>				

The bidder can also download the tender documents from WBEIDC's website [www.webel-india.com](http://www.webel-india.com) & [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

For technical queries regarding this tender and for other terms and conditions relating there to, please contact Mr. Debabrata De, Sr. Vice President (Finance), by e-mail at mail ID [debabrata.de@webel-india.com](mailto:debabrata.de@webel-india.com) and / or Mr Pratul Show, Sr. vice President (Commercial) by e-mail at mail [pratul.show@webel-india.com](mailto:pratul.show@webel-india.com) \_ on or before Hrs of 29.05.2023. No queries will be entertained thereafter. If the Tender Committee considers it fit appropriate corrigendum will be hosted in our web site before 30.05.2023 for the information of all prospective bidders.

Canvassing in any form at any stage of the bidding process shall be liable for disqualification.

WBEIDC Limited reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

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## **SECTION-A**

### **SCOPE OF WORK**

#### **(I) IN WBEIDC**

The internal auditors are required to conduct a thorough transaction audit at Head Office and Divisions/Departments for the years under audit, with particular emphasis on propriety, accounting, disclosure and presentation of the financial information / statements in the light of the prevailing generally accepted accounting standards, policies, rules, regulations, delegation of power, budgetary provisions, etc. so as to provide periodically to the Corporation detailed and effective recommendations for improving operational efficiency and appropriate process controls based on a detailed evaluation of the attendant business, inherent and control risks identified as impacting the financial statement components / accounting and business functions.

#### **I. SALES, RENTAL / SERVICE INCOME AND DEBTORS**

Detailed and periodic internal audit recommendations aimed at operational improvement of the processes, aimed at enhancing quality / accuracy of information identifying of procedural weaknesses and strengthening of internal controls under the below mentioned business functions by a planned review of following accounting and business activities–

Customers' order/agreement – records maintained; land acquired for projects; development and lease of land, raising of sales invoice; accounting of sales; GST; concession/discount to customers – approvals; credit period; debit/credit note – approval; cash sale/collection; dishonor and return of cheques – accounting; permission fee; rental and service income bills; scrutiny of customers' account; ageing of customers' balance; confirmation of balance; control and follow-up of customers; advance from customers; system of receipt of payment from customers – records maintained; bank guarantee – records maintained, renewal and realization; discontinued customers; reconciliation of income reported by the units with that reported by finance and accounts.

#### **II. PURCHASES AND CREDITORS**

Detailed and periodic internal audit recommendations aimed at operational improvement of the processes, aimed at enhancing quality / accuracy of information identifying of procedural weaknesses and strengthening of internal controls under the below mentioned business functions by a planned review of following accounting and business activities–

Purchase procedure followed with reference to Government Orders, company's purchase procedure and delegation of power; approved list of suppliers/contractors; quotation of suppliers; awarding of contracts - selection of contractors, fixation of rate and other terms and conditions; bank guarantee – records maintained, renewal and discharge; issue of purchase/work order; payment to contractors/ suppliers including payment of advance;

Recovery of advance paid to suppliers/ contractors; scrutiny of outstanding advance to suppliers; examination of all cases of individual purchases of value above Rs.5, 00,000/-and all individual contracts awarded having value above Rs.5,00,000/-; cash purchases – approval; processing and accounting of suppliers'/contractors' bill; payment against bill – adjustment of advance; coordination, co-operation and communication between purchase and other departments.

### **III. SERVICE, EXPENSES AND CREDITORS**

Detailed and periodic internal audit recommendations aimed at operational improvement of the processes, aimed at enhancing quality / accuracy of information identifying of procedural weaknesses and strengthening of internal controls under various divisions / verticals like:

Expense process approved list of suppliers/contractors; selection and awarding of contract; vehicle expenses – agreement, terms and conditions of agreement for hire, deduction of TDS; repairs – quotation process for major repairs; fuel consumption – log book review for recording the mileage of the vehicle; vehicle log book review and procedures; repairs and maintenance expenses process; traveling expenses and approval procedures; insurance – review of processes aimed at assessing adequacy of value of assets insured, risks covered, records maintained; staff welfare expenses procedures and accounting; legal expenses process and procedures – review and evaluation of particularly status of long-pending cases; scrutiny of creditors' accounts; review and audit of approval, processing, payment and accounting of bills.

### **IV. STATUTORY COMPLIANCES**

Review of status, procedures and monitoring system for accounting, recording and reporting of information relating to -

TDS, VAT/Sales Tax, GST, PF, profession Tax etc. – tax deduction, tax deposit, tax return, litigation, assessment, contingent liability recognition, recording, monitoring and accounting, related party transaction, etc. compliance on a monthly/quarterly basis of various statutory compliances & Government Orders with recommendations on correction after timely and real time identification of legal consequences for non-compliances, if any.

Internal Auditor should review and report compliance of GST in each quarterly report right from calculation of output, input and actual payment. All the returns needs to be checked and confirmed in compliance with schedule date and a deviation report if any. Method/process of preparation of all the above also needs to be confirmed by internal audit. For lapses if any, specific guideline for improvement of the same to be guided in the report.

### **V. CAPITAL EXPENDITURE, CAPITALISATION INCLUDING UTILISATION OF GRANT AND FIXED ASSETS REGISTER**

Review of the accounting and control systems, procedures and monitoring system for accounting, recording and reporting of information relating to -

Capital expenditure budget - approval; approval of expenditure incurred, processing, payment and accounting of bills; maintenance of fixed assets register; sale/disposal/transfer of assets; status of unutilized assets; compliance with CARO, etc.

## **VI. SALARY AND BENEFITS**

Review of the accounting and control systems, procedures and monitoring system for accounting, recording and reporting of information relating to –

Recruitment; attendance; leave records; preparation of payroll and disbursement; deductions; pay fixation; retirement benefits; leave encashment; final settlement; reimbursement of medical/vehicle/telephone, etc. expenses; loan/advance to employees – payment and recovery.

## **VII. CASH AND BANK**

Review of the accounting and control systems, procedures and monitoring system for accounting, recording and reporting of information relating to -

Verification and accounting of cash/bank payment vouchers; approval of payment voucher; cash verification; cash payment exceeding ₹10,000/-; money receipt to customers; receiving of cheques - records maintained; direct credit by bank; deposit of cheques – regularity; post-dated cheques – custody, deposit and accounting; direct payment by bank; money receipts from payee; cancellation of cheques; stop payment advice; fixed deposit; bank reconciliation; fund management.

## **VIII. INVENTORY**

Review of the accounting and control systems, procedures and monitoring system for accounting, recording and reporting of information relating to -

Maintenance of stores records including receipt and issue documents, utilization of stores, slow-moving/ non-moving stores, and physical verification of stores.

## **IX. INFORMATION SYSTEMS ENVIRONMENT**

The Firm is expected to provide necessary expertise in auditing in a computerized environment and will be required to present its recommendations on strengthening and improvement of all processes /and controls in an ERP environment. The internal audit plan should address the intricacies of the ERP enabled IS environment which runs on a MS Dynamics Navision platform.

## **X. PROPOSAL FOR WRITE OFF/ BACK OF RECEIVABLES/PAYBLES**

Quarterly report (customer-wise) on the proposed write off/write back of receivables viz. Debtors, Advances etc. shall be submitted citing reason of such recommendation.

## **XI. PHYSICAL VERIFICATION OF INVENTORIES**

Adequate number of representatives will be deployed to observe the periodical physical verification of Inventories. Upon completion of physical verification if the opinions/observations are not in agreement with the local management, may submit separate report , other-wise countersign on the report as drafted by the management may be submitted signifying agreement to report.

## **XII. PHYSICAL VERIFICATION OF FIXED ASSETS**

Physical verification of Fixed Assets (location-wise/Asset class wise) will be conducted periodically so that entire/substantial portion of total assets are physically verified during the relevant financial year. Report on the physical verification will be submitted along-with the Internal Audit Report.

### **XIII. COST CONTROL/ COST REDUCTION**

The firm shall recommend the areas separately where sustainable Cost Control techniques may be implemented.

### **XIV. Certification of data migration from Old ERP System to New ERP System**

#### **OTHERS**

1. The scope of internal audit mentioned above is illustrative and not exhaustive. The objective is not to put any restriction on the scope of internal audit. The internal auditors may add other activities/areas as they deem appropriate by communication and consultation with the audit committee of the Corporation.
2. The internal auditors are expected to review the systems in operation, SOP as well as adequacy and adherence of the system, internal control, etc.
3. For the purpose of quarterly internal audit, the above scope of work will be divided and related to each quarter so that at least all the areas would be covered in one financial year with related appropriate recommendations. However, few areas like statutory compliance, bank reconciliation etc. are required to be covered in every quarter.
4. Internal Audit (IA) should review and comment on the strength and weakness on Internal Financial Control (IFC) of WBEIDC and all its Subsidiaries to enable statutory audit to comment in their Audit Report required as per section 143 of the Companies Act, 2013. IA should also advise necessary steps required to be initiated by WBEIDC to improve / initiate needful action for improvement on the weakness area of internal control as well.
5. IA should review and report in each quarter on the status of outstanding receivables on the WBEIDC. They should review each item of receivables and their health and comment on each of them. They may suggest / advise steps to be initiated to recover old outstanding. They should prepare their report separately for each department to enable the Management to take up the same with each HODs separately.
6. Detection of fraud risks and/or any manifest systemic deficiencies that are likely to enhance fraud risks
7. Review and regular reporting of the tender process across all divisions and entities for all procurement of all goods and services
8. Advice on SOPs that are issued and / or amended from time to time
9. Recommendation of operational improvements by rationalization in areas of common/duplication of resources across WEBEL, inter se.

## **SECTION – B**

### **ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

Criterion to be considered for selection of the firms of Chartered Accountants-

1. The Firm must have:
  - a) Minimum of 5 Partners at least 3 of them should be Fellow Member of Institute of Chartered Accountants of India, and
  - b) at least 1 (One) partner must have relevant qualification for information system audit (e.g. CISA/DISA)
2. The firms shall have a minimum of 5 years' audit experience (Internal Audit/Statutory Audit) of any Government Organizations including PSU or any one partner should have working experience with Govt. Enterprise at least 15 years not below the rank of General Manager (Finance)
3. The firm must have the assignments of Audit (Internal Audit / Statutory Audit) in the FY 2022-23 or 2023-24 of at least 3 (three) companies having turnover exceeding ₹200.00 crore for the FY 22-23 or FY 2021-22 or FY 2020-21.
4. The firm should have all statutory clearances in place.

In absence of any one of the above, the offer will be treated as non-responsive and will be summarily rejected.



## SECTION – C

### INSTRUCTIONS TO BIDDERS:

Interested Bidders are required to submit their technical proposals and commercial proposal in two separate sealed envelopes as per instructions given below: -

The firm shall seal & mark various parts of the proposal as follows:

General for e-Tender

1 . **Registration of Bidder**- Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://etender.wb.nic.in> . The Bidder is to click on the link for e-Tendering site as given on the web portal.

2 . **Digital Signature Certificate (DSC)** -Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

3 . **Search and Download** -The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4 . **Participation in more than one work**- A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

5 . **Exemption under NSIC**- Bidders who are registered with NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempt payment of bid security and Tender Fees up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached and documented through e filling, otherwise the Bid will be treated as cancelled. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- only as per existing policy of WBEIDC Ltd.

6 . **Submission of Tenders** -Tenders are to be submitted through online to the website stated in Clause A (i). in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

7. **GTC-EMD-ONLINE PAYMENT** //The bidder shall pay an EMD of Rs. 3,000 through Net banking or through RTGS NEFT through the <https://wbtennders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal. //For detail payment procedure & guideline on the same bidders are advised to follow the same order. //You may find the GO by clicking the link <https://bit.ly/2zZ4i6e>

**(B.1) TECHNO COMMERCIAL BID**

The Techno Commercial Bid should consist of the following documents:

1. Proposals submission cover letter on the letterhead of the firm clearly indexing the enclosures. This proposal submission cover letter should bear the reference no. and date, without which the bid will be treated as non-responsive.
2. Details of Experience of the firm in Audit.
3. Details of the Partners viz. name, qualification, membership no. and auditing experience in detail (i.e. name of organization served, capacities in which worked, nature of job done, No. of years served in each capacity, Experience as practicing Accountant, Experience in Internal Audit, experience in the electronics, information technology and in the auditing of the Government Departments and Enterprises, etc.)
4. Details, qualifications and experience of full time paid assistants / professional staff with appropriate evidence of such staff being in continuous employment of the Firm.
5. Copies Acknowledged Income Tax Return of the last 3 preceding financial years to be submitted.
6. Bid Form duly filled and signed as per format on the letterhead of the bidder.
7. Original Tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.
8. Detailed profile of the Firm.
9. Copy of PAN Card, Service Tax Registration Certificate, GST Registration, Professional Tax Certificate and Firm's Registration Certificate. The Firm should operate in the same name and style at least for the last three years.
10. Tender Document Fees.

**(B.2) FINANCIAL PROPOSAL**

Financial Bid as per format provided in the relevant section to be submitted in a separate envelope as mentioned in the tender document. Insertion of Financial bid in the techno-commercial proposal will lead to summary cancellation of the bid.

## **SECTION – D**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Amendment of Invitation**

At any time 3 days prior to the deadline for submission of proposals, WBEIDC reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Techno Commercial as well as Financial Bid).

#### **2. Clarification Regarding Tender Document**

A prospective Bidder requiring any clarification about the tender document and scope of work may contact the person through e-mail / letter as mentioned aforesaid in the Notice Inviting Tender.

#### **3. Awarding of Contract**

Short listed Firms fulfilling the eligibility criteria and on successful completion of the Techno Commercial Bidding evaluation of WBEIDC Limited will be required to make a Presentation on their credentials before the Audit Committee of the Company.

The Committee thereafter will then decide upon the Firms whose Financial Bids will be opened. The Firm offering the lowest Bid among such shortlisted Firms will be selected for appointment. However, Committee may decide otherwise if they think necessary to do so with the approval of competent authority showing proper justification.

#### **4. Amendment of Proposals**

In order to afford prospective Bidder reasonable time to make amendment in their proposals, WBEIDC Limited may, at its discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on WBEIDC.

#### **5. Language of Proposal & Correspondence**

The proposal submitted by the Bidder should be in the English language only. All the documents relating to the proposal (including brochures) supplied by the firms should also be in the English language and the correspondence between the Bidder & WBEIDC will be in English language too. A duly signed formal copy must subsequently confirm any correspondence by fax / e-mail.

#### **6. Proposal Currency**

Prices shall be quoted in Indian Rupees as in the Financial Bid.

#### **7. Period of Validity of Proposals**

The price offers as in the Financial Bid shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 180 Days from the date of opening of the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason.

Variation in statutory rates of taxes and duties as levied by the Government on professional services will however be reflected for both reduction and escalation.

#### **8. Formats and Signing of Proposals**

The original proposal shall be neatly typed and shall be signed by an authorized signatory / Signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney and as per notarized copy of the Registered Deed of Partnership accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. The proposal shall contain no interlineations, erasures or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words / figures completely.

**9. Deadline for Submission of Proposals**

Proposals will be received by WBEIDC at the specified address not later than 02.05.2023, at 12.00 Hrs. WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

**10. Late Proposals**

Any proposal received by WBEIDC after the deadline for submission of proposals, as referred above shall not be accepted.

**11. PBG SUBMISSION AFTER LOI-** You are requested to convey your acceptance of this Letter of Intent and to submit the desired information at an early date and submit the required Bank Guarantee in the Attached prescribed format within a period of 14 days from the date of placement of this Letter of Intent, failing which this Letter of Intent is likely to be treated as cancelled.

## **SECTION – E**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Interpretation of documents**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction / clarification or interpretation before 7 days of opening of the bid.

#### **2. Payment Terms**

Payment will be made within 30 (Thirty) days of submission of bills after completion of each quarter, on submission of bills along with the Quarterly/Final Report of all segments described in the scope of work.

#### **3. Preparation of Tender**

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. All signatures shall be in longhand. Where there is conflict between the words and the figures, the figure shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, electronic, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tender. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with date and Firm's Seal by the bidder. This is required to show that the bidder had accepted all the terms and conditions mentioned in this tender document.

#### **4. Withdrawal from Tender**

Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

#### **5. Opening of Tender**

The tenders shall be opened at the time set forth in the document. Bidders or their authorized representatives are invited to be present and to put their signatures on the records of tender opening as each tender is opened.

#### **6. Assignments**

No Consortiums will be allowed.

#### **7. Deduction of Tax at Source.**

Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.

#### **8. Tax Registration Certificate**

Bidders submitting a tender shall produce up to date VAT, Service Tax / GST, Income Tax and Professional Tax registration as well as copy of latest returns submitted in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance

certificates shall remain valid on the last date of permission and should be attested by a Gazetted officer.

**9. Canvassing**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the panel of Firms as may be maintained by WBEIDC Limited.

**10. Delivery**

Quarterly Internal Audit report of all segments as described in the SOW, to be submitted within 45 days of completion of each quarter to Managing Director, WBEIDC.

**11. Acceptance of Tender**

The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject any or all tender(s) received.

**12. Withdrawal from Tender**

If any bidder withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for his withdrawal, he/she shall be disqualified for participation in any tender of this organization for a minimum period of 2 (two) years.

**13. Non escalation of Price**

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

**14. Price Validity**

The quoted offer and/ or rate must be valid for a minimum period of 180 Days from the date of opening the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder.

**15. Price**

- a) Price should be quoted in the Financial Bid format only in Indian Rupees
- b) No deviation in any form in the Price Bid sheet is acceptable.
- c) Price quoted should be firm.
- d) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise WBEIDC Limited reserves the right to reject such offer.
- e) The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format.
- f) No extra cost, other than that mentioned in Price Bid would be taken into account.

**16. Discrepancies and Adjustment thereof**

In the event of any discrepancy between description in words and figures, that which is in words quoted by the bidder, shall be taken as correct.

Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

**17. Disputes and Arbitrations**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Managing Director, WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Managing Director shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Firm will have no objection in any such appointment and that the arbitrator so appointed being

an employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.

### **18. Governing Laws**

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

### **19. Force Majeure Condition**

If the execution of the contract is delayed beyond the period(s) stipulated in contract as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood, natural calamities', terrorism or any such act of nature, then WBEIDC LTD may allow such additional time by extending the execution timeframe in respective intervals of reporting deliverables as considered to be justified under the circumstances and its decision will be final. If additional time is granted by the WBEIDC Limited, contract shall be read and understood as if it had contained since its inception with the execution date(s) as if extended.

## SECTION - F

### BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

Ref No: (Mandatory) Date : (Mandatory)  
To,  
The General Manager (Commercial) WBEIDC Limited  
Webel Bhavan  
Block EP & GP, Sector-V  
Salt Lake Electronics Complex Kolkata-700091

Dear Sir,

Having examined the Bid documents we, the undersigned, offer to undertake the job of "Appointment as an independent audit firm -----" as per the Tender No. ----- dated ----  
We agree to abide by this bid for the period of 12 (Twelve) months from the date fixed for the opening of the Financial Bid and it shall remain binding upon us for acceptance at any time before the expiry of the aforesaid period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WBEIDC Limited reserves the right to accept in full / part or reject any or all the bids received or split the successful bids without any explanation to bidders and its decision on the subject will be final and binding on the Bidder. We also understand that WBEIDC Limited is not bound to accept the lowest price quote viz. L-1 bid as qualifying for placement of order.

Dated, this .....day of 2023  
..... Signature

.....  
(In capacity of duly authorized to sign bid for and on behalf of (Name and Address of the Bidding Firm)  
(Affix Official Seal)



**SECTION – G**

**FINANCIAL BID**

(Bidders have to submit the price bid strictly in this format, otherwise the bid will be rejected)

Ref . No. ( Mandatory)

Date : ( Mandatory)

Tender for Appointment of an audit firm \_\_\_\_\_

Tender No....

Dated .....

To,  
The General Manager (Commercial)  
WBEIDC LTD

in response to the above tender , we offer our price as below :-

Sl. No.		Job Description as per SOW	Amount (Rs.)	GST (%)	GST Amt. (Rs.)	Total Amount (Rs.)
A	For WBEIDC					
Grand total (A)						

Grand Total In Words: -

[Signature and Seal of authorized signatory as per instructions in Section C clause (x)]

Note: For selection of L1 bidder the grand total will be considered.