CORRIGENDUM - II

TENDER NO. WTL/WBSDC-DR/TPA/24-25/012 DATED 19.09.2024

Sl. No.	Section	Clause No	Page No	Present Clause	Replace with
1	С	17	13	In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than	In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. The bidder shall not be liable for any indirect damages. Bidder's aggregate liability for direct damages shall be limited to one time the fees paid to them under the Agreement.
2	С	20	14	TERMS OF PAYMENT Payment terms will be on back-to- back basis, i.e., payment will be made only on receipt of payment from Department of IT&E, GoWB. A scheduled payment terms depicted below After completion of six month, TPA will submit their claim with necessary report along with attendance report during audit of the auditors from respective location.	TERMS OF PAYMENT Payment terms will be on back-to- back basis, i.e., payment will be made only on receipt of payment from Department of IT&E, GoWB. A scheduled payment terms depicted below After completion of three months, TPA will submit their claim with necessary report along with attendance report during audit of the auditors from respective location.
3	F	SERVICE LEVEL MANAGEMENT / AGREEMENT	24	All applicable Penalties are associate with Annual Audit fees	All applicable Penalties are associate with Quarterly Audit fees
4	G	6	25	The Bidder must have certification for the following standards: ISO 27001: 2013/2022, ISO 9001: 2015, ISO 20000, ISO 27017. Copy of valid Certificate to be submitted.	The Bidder must have certification for the following standards: ISO 27001: 2013/2022, ISO 9001: 2015, ISO 20000. Copy of valid Certificate to be submitted.
5	G	8	25	Bidder should be CERT-In empaneled at the time of bidding. Bidder should submit valid certificate for the same	Point to be deleted
6	н	BID FORM	26	Signature & Authorized Verified by Signature Name in full Designation Company Stamp	This Section is deleted from the BID FORM. Revised BID Form enclosed as per Annexure - III
7	F	Service Level Management / Agreement	24	Service Level Management / Agreement	Modified Service Level Management / Agreement as per Annexure – I
8	J	Bill of Materials	29	Bill of Materials	Modified Bill of Materials as per Annexure – II

Annexure - I

Modified Service Level Management / Agreement

Services/Deliverables	SLA Target	SLA measurement	Penalty
Audit and Assessment	Within 4	Within SLA target	Nil
Framework and Plan	weeks of signing the	>4 weeks but <5 weeks	1% of the quarterly audit fee
	contract	>5 weeks but <6 weeks	2% of the quarterly audit fee
		>6 weeks	3% of the quarterly audit
Quarterly SLA Audit	4 weeks	Within SLA target	Nil
duration		>4 weeks but <5 weeks	0.5% of the quarterly audit fee
		>5 weeks but <6 weeks	0.75% of the quarterly audit fee
		>6 weeks	1% of the quarterly audit
SDC Infrastructure Audit/	5 weeks	Within SLA target	Nil
Security and Compliance Audit duration		>5 weeks but <6 weeks	0.5% of the quarterly audit fee
		>6 weeks but <7	0.75% of the quarterly
		>7 weeks	1% of the quarterly audit fee
Operations& Management	6 weeks	Within SLA target	Nil
Process and Control Audit duration		>6 weeks but <7	0.5% of the quarterly audit
		>7 weeks but <8 weeks	0.75% of the quarterly audit fee
		>8 weeks	1% of the quarterly audit fee
Reporting & Updates to WTL/SIA (Quarterly)	l week	Within SLA target	Nil
		>1 week but <2 weeks	0.5% of the quarterly audit fee
		>2 weeks but <3 weeks	0.75% of the quarterly audit fee
		>3 weeks	1% of the quarterly audit fee

SLA will be calculated after completion after 3 (three) months.

<u> Annexure – II</u>

Modified Bill of Materials

S1. No.	Item / Work / Job Description	Qty.	Unit
1	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for $1^{\rm st}$ year	1	No.
2	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for $2^{\rm nd}$ year	1	No.
3	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 3 rd year	1	No.
4	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for $4^{\rm th}$ year	1	No.
5	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 5 th year	1	No.
6	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1st year	1	No.
7	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd year	1	No.
8	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 3 rd year	1	No.
9	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 4 th year	1	No.
10	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 5 th year	1	No.

Bill of quantity may change at the time of ordering of Purchase Order

<u> Annexure – III</u>

Modified 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 in original)

To Webel Technology Limited Plot – 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.

Sub: Selection of Third Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject Tender No. WTL/WBSDC-DR/TPA/24-25/012 dated 19.09.2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.

- 1. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
- 2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out service and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 3. Earnest Money Deposit & Tender Fee: We have transferred EMD amount & Tender Fee online through e-Tender portal.
- 4. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
- 5. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
- 6. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (10%) of the Order value as stipulated in Financial Bid (BOQ).

and binding on Bidder.

Dated, thisday of2024

7. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received without any explanation to bidders and his decision on the subject will be final

Thanking you, we remain,

Yours faithfully

Signature

Name in full

Designation

Company Stamp