

**Corrigendum/ Addendum - RFP for Support for SAP ERP Functional Modules**

S.No	Clause No	Existing RFP Clause	New RFP Clause/ Amendment/ Clarification
1.	General		The word 'Consultant', wherever used in the RFP, may be read as 'Service Provider'.
2.	Pg. 16, Section 3.4	Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of submission of commercial bid.	Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of opening of technical bid.
3.	Pg. 21, Section 3.36	The bidder has to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid	The bidder has to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries in India. If a bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid
4.	Pg. 29, Section 5 (5.1), Point 5	For on-site support on need basis, the successful bidder must depute their consultants onsite at Bank's specified location (either at Delhi office or Mumbai office) within 21 days of placing the request. This requirement (if any) is in addition to fix number of days of on-site support (as mentioned in clause (4) above) to be provided by the selected bidder. If consultants are not deployed within specified time frame, penalty will be charged as 1% of the applicable rate for on-site support for per day delay in deputing support staff at the Bank and maximum up to 10% for each request. In any occurrence, if the delay exceeds five days, Bank may cancel the contract/order. If the delay in on-site maintenance support exceeds 12 different occurrences in a year, then also	For on-site support on need basis, the successful bidder must depute their consultants onsite at Bank's specified location (either at Delhi office or Mumbai office) within 21 days of placing the request. This requirement (if any) is in addition to fix number of days of on-site support (as mentioned in clause (4) above) to be provided by the selected bidder. If consultants are not deployed within specified time frame, penalty will be charged as 1% of the applicable rate for on-site support for per day delay in deputing support staff at the Bank and maximum up to 10% for each request. In any occurrence, if the delay exceeds five days, Bank may cancel the contract/order. If the delay in on-site maintenance support exceeds 12 different occurrences in a year, then also contract /

		contract / Order may be cancelled by the Bank.	Order may be cancelled by the Bank, by giving 30 days advance notice.
5.	Pg.30, Section 5 (5.1), Point 14	It is the responsibility of successful bidder to carry out technical implementation of entire existing SAP Landscape from existing configuration (Application and DB) i.e. SQL Server 2005 to SQL Server 2016. The hardware and software licenses will be provided by the Bank. Technical implementation includes entire present landscape of DC & DR viz. ECC, EP, BI/BO, Solman, IDES, Web dispatcher, SAP router etc.	It is the responsibility of successful bidder to carry out technical implementation of entire existing SAP Landscape from existing configuration i.e. SQL Server 2005 to SQL Server 2012 or SQL Server 2016 (as per the eligibility of Bank). The hardware with OS Windows Server 2012 and required software licenses will be provided by the Bank. Technical implementation includes entire present landscape of DC & DR viz. ECC, EP, BI/BO, Solman, IDES, Web dispatcher, SAP router etc.
6.	Pg. 44, Section 9	Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract, by giving 30 days advance notice.
7.	Pg. 45, Section 9.1 (B)	<p>I. Penalty for exit/replacement</p> <p>i. In case of exit/replacement of consultant, Bidder will provide immediate replacement with prior notice to Bank.</p> <p>ii. In case of failure to meet the standards of the Bank, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.</p> <p>iii. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Bank.</p> <p>iv. The payment for replaced resources will be made as per rates quoted/agreed by the bidder</p>	<p>I. Penalty for exit/replacement</p> <p>i. In case of exit/replacement of consultant, Bidder will provide suitable replacement.</p> <p>ii. In case of failure to meet the standards of the Bank, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.</p> <p>iii. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Bank.</p> <p>iv. The payment for replaced resources will be made as per rates quoted/agreed by the bidder as a</p>

		<p>as a replacement a person of equivalent or better qualifications</p> <p>v. The replacement would be provided immediately failing which a penalty of Rs. 3000 per working day per resource will be imposed till suitable replacement is provided subject to maximum of 10% of the contract value for the respective phase.</p> <p>vi. However Bank is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.</p> <p>II. Penalty for absence</p> <p>i. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated based on man-day rate). In addition, a penalty of Rs. 1000/- per working day per resource will be levied on such absence.</p> <p>ii. Penalty would be deducted from the applicable payments consolidated on quarterly basis.</p>	<p>replacement a person of equivalent or better qualifications</p> <p>v. The replacement would be provided immediately failing which a penalty of Rs. 1000 per working day per resource will be imposed till suitable replacement is provided subject to maximum of 10% of the contract value for the respective phase.</p> <p>vi. However Bank is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.</p> <p>II. Penalty for absence</p> <p>i. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated based on man-day rate). In addition, a penalty of Rs. 1000/- per working day per resource will be levied on such absence.</p> <p>ii. Penalty would be deducted from the applicable payments consolidated on quarterly basis.</p>
8.	Pg. 45, Section 9.1, Point A	NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:	NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations, by giving advance notice of 30 days
9.	Pg. 45, Section 9.1, Point A.v	The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed.	Clause deleted
10.	Pg. 45, Section 9.1, Point A.vii	New Clause	Please refer to Clause 8.5 for payment in case of termination of contract

11.	Annexure 'N', Point 3.10	The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against the Bank; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights.	The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) a wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against the Bank; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights.
12.	Annexure 'N', Point 3.11(i)	The Consultant's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times the total contract value.	The Consultant's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to total contract value.

13.	Annexure 'N', Point 3.11(iii)	Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the has been advised of the possibility of such damages.	Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages.
14.	Annexure 'N', Point 4.2	The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.	The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule, the applicable penalties shall be levied.