

**Request for Proposal for  
Support of SAP ERP Functional Modules**

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## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### BID SUMMARY

|    |   |   |
|----|---|---|
| 1. | Date of commencement of sale of Bidding Documents   | 15-07-2017  |
| 2. | Last date and time for sale of Bidding Documents    | 08-08-2017<br>18:00 hrs   |
| 3. | Last date and time for receipt of Bidding Documents | 08-08-2017<br>18:00 hrs   |
| 4. | Date and Time of pre-bid meeting                    | 24-07-2017<br>15:00 hrs   |
| 6. | Date and Time of Technical Bid Opening              | 09-08-2017<br>12:00 hrs   |
| 7. | Cost of RFP   | Rs. 5,000/- (non-refundable)  |
| 8. | Earnest Money Deposit Amount                        | Rs. 200,000/- (Refundable)  |
| 9. | Place of opening of Bids                            | National Housing Bank,<br>Information Technology Department<br>Head Office<br>Core 5-A, 3 <sup>rd</sup> Floor, India Habitat Centre,<br>Lodhi Road,<br>New Delhi - 110003 |

Note:- Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on Bank's website.

Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders at a later date.

All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### GLOSSARY

| Abbreviation | Description                                       |
|--------------|---|
| NHB          | National Housing Bank                             |
| DC           | Data Center Site, Delhi                           |
| DR           | Disaster Recovery Site, Mumbai                    |
| HFC          | Housing Finance Company                           |
| HO           | Head Office, Delhi                                |
| RRO          | Regional Representative Office                    |
| ITD          | Information and Technology Department             |
| PSU          | Public Sector Unit                                |
| PSB          | Public Sector Bank                                |
| ERP          | Enterprise Resource Planning                      |
| FICO         | Financial Accounting and Controlling              |
| CFM          | Corporate Finance Management                      |
| CML          | Corporate Mortgage Lending                        |
| MM           | Material Management                               |
| HR           | Human Resources                                   |
| HCM          | Human Capital Management                          |
| ABAP         | Advanced Business Application Programming         |
| BASIS        | Business Application Software Integrated solution |
| BI           | Business Intelligence                             |
| BW           | Business Warehouse                                |
| BO           | Business Objects                                  |
| CHaRMS       | Change Request Management System                  |
| UAT          | User Acceptance Testing                           |
| HA           | High Availability                                 |
| GRC          | Governance, Risk & Compliance                     |
| SRM          | Supplier Relationship Management                  |
| OS           | Operating System                                  |
| DB           | Database  |
| Solman       | Solution Manager                                  |
| IDES         | Internet Demonstration and Evaluation System      |
| CCMS         | Centralized Computing Center Management System    |
| PRD          | Production  |
| Qty          | Quality   |
| DEV          | Development                                       |
| CUA          | Central User administration                       |

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|        |   |
|--------|---|
| SLD    | System Landscape Directory                      |
| DBA    | Database Administrator                          |
| SLA    | Service Level Agreements                        |
| NDA    | Non-Disclosure Agreement                        |
| LFC    | Leave Fare Concession                           |
| SMA    | Special Mention Accounts                        |
| CRAR   | Capital to Risk (Weighted) Assets Ratio         |
| NPA    | Non-performing Assets                           |
| ALCO   | Asset Liability Committee                       |
| TDS    | Tax Deducted at Source                          |
| T-Bill | Treasury Bill                                   |
| BP     | Business Partner                                |
| PLR    | Prime Lending Rate                              |
| RMMD   | Resource Mobilization & Management Department   |
| ROD    | Refinance Operations Department                 |
| RMD    | Risk Management Department                      |
| GL     | General Ledger                                  |
| CP     | Commercial Paper                                |
| CBLO   | Collateralized Borrowing And Lending Obligation |
| ALM    | Asset Liability Management                      |
| DFID   | Department for International Development        |
| TAT    | Turn Around Time                                |
| CBDT   | Central Board of Direct Taxes                   |
| SEBI   | Security & Exchange Board of India              |
| MEC    | Minimum Eligibility Criteria                    |
| RFC    | Remote Function Call                            |
| RBI    | Reserve Bank of India                           |
| FSV    | Financial Statement Version                     |
| A & L  | Asset & Liability                               |
| FIIS   | Financial Institution Information System        |
| S & D  | Sources & Deployment                            |
| GST    | Good & Service Tax                              |
| IndAS  | Indian Accounting Standard                      |
| QCBS   | Quality cum Cost Based System                   |
| KRA    | Key performance indicators                      |
| ESS    | Employee Self Service                           |
| MSS    | Manager Self Service                            |
| DMS    | Document Management System                      |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|      |   |
|------|---|
| IFRS | International Financial Reporting Standards   |
| EP   | Enterprise Portal   |
| SOW  | Scope of Work   |
| SQL  | Standardized Query Language   |
| ECS  | Electronic Clearing Service   |
| ECC  | ERP Central Component   |
| WPB  | Work Performance Builder  |
| EHP  | Enhancement Pack  |
| TCO  | Total Cost of Ownership   |
| EMD  | Earnest Money Deposit   |
| RFP  | Request For Proposal  |
| PBG  | Performance Bank Guarantee  |
| AMC  | Annual Maintenance Cost   |
| LC   | Large Corporate (LC): An organization having an average annual turnover of Rs. 1000 Crore or above during last three years will be considered as Large Corporate (LC) for this RFP. |

**Interpretation:** The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

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## 1. INTRODUCTION

### 1.1 Purpose

- National Housing Bank (hereinafter referred to as the Bank) with Head Office at New Delhi is interested to get onsite support services of SAP ECC Functional Modules (FICO, MM, HR, BI/BW/BO, ESS/MSS) and its associated components implemented in Bank, as per scope of work (SOW) defined in section 5, through reputed IT company who provides maintenance support for SAP system. The scope of the system can be enhanced as per requirements of Bank.
- The Bank will enter into service contract for 5 years with successful bidder. The work order will be initially placed for 1 year and the same may be renewed based on satisfactory performance review.
- The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NHB. Neither NHB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither NHB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
- Subject to any law to the contrary, and to the maximum extent permitted by law, NHB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NHB or any of its officers, employees, contractors, agents, or advisers.

### 1.2 Document Structure

This RFP is organized into 10 sections:

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| Section Number                             | Description   |
|--|---|
| Section 1: Introduction                    | Describes the purpose of the document as well as the details contained in each section. |
| Section 2: About National Housing Bank     | Provides a brief overview of NHB  |
| Section 3: Instruction to bidders          | Provides detailed instructions to bidders   |
| Section 4: Present Set-up                  | Provides overview of present SAP setup in NHB   |
| Section 5: Scope of Work                   | Provides bidders with the scope of work   |
| Section 6: Project Schedule                | Provides details of project schedule  |
| Section 7: Bidding Process (Two Stages)    | Describes the process and criteria for evaluation of proposal.                          |
| Section 8: Commercial Terms and Conditions | Provides commercial terms & conditions  |
| Section 9: General Terms and Conditions    | Provides general terms & conditions   |
| Section 10: Annexures                      | Provides bidders with annexures format  |

### 2. ABOUT NATIONAL HOUSING BANK

National Housing Bank (NHB), a statutory organisation is a wholly owned subsidiary of the Reserve Bank of India. NHB is an Apex Financial Institution formed under the Act of the Parliament with a mandate for Promotion, Development and Regulation of the Housing Finance Sector.

Apart from regulating the housing finance companies (HFC), NHB also extends financial support by way equity participation in HFCs and refinance facility to financial institutions such as Banks, HFCs, Co-operative Sector Institutions, Housing Agencies, etc. benefiting the masses both in urban and rural areas.

The head office of NHB is located in New Delhi and it has a regional office located at Mumbai and representative offices at Ahmedabad, Bengaluru, Bhopal, Chennai, Hyderabad and Kolkata.

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### 3. INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

- No binding legal relationship will exist between any of the Respondents and Bank until execution of a contractual agreement.
- Each Recipient acknowledges and accepts that Bank may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.
- A Recipient will, by responding to Bank for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

|   |  |
|---|--|
| <b><u>S K Padhi</u></b><br>Dy. General Manager (IT)<br>Email : <a href="mailto:Susanta.padhi@nhb.org.in">Susanta.padhi@nhb.org.in</a><br>Mobile : 9717691287<br>Telephone : 011-39187113;01139187000-Extn 1113<br>Fax : +91 - 11 - 24649432 | <b><u>Munish Bhutani</u></b><br>Regional Manager (IT)<br>Email: <a href="mailto:munish.bhutani@nhb.org.in">munish.bhutani@nhb.org.in</a><br>Mobile : 8130498078<br>Telephone : 011-39187187;01139187000-Extn 1187<br>Fax : +91 - 11 - 24649432 |
|---|--|

- Bank may, in its absolute discretion, seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If Bank, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- Queries / Clarification if any, may be taken up with the contact persons detailed above before the deadline for submission of bids between 10.00 am to 5.00 pm on any working days (Monday to Friday except holidays).

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- Bank may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- Vendor should not have been blacklisted/debarred from participation in the bid process by any of the Govt. Departments/PSU/Banks/Financial Institutes in India.
- Bank will notify all short-listed Respondents in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. Bank is not obliged to provide any reasons for any such acceptance or rejection.
- The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

### **3.1 Pre-bid Meeting**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NHB intends to hold a Pre-Bid meetings on the date and time as indicated in the RFP. The queries of all the bidders, in writing, should reach by e-mail or by post on or before 24-07-2017 on the address as mentioned above. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, who have purchased the RFP, will be allowed to attend the Pre-Bid meeting.

### **3.2 Soft Copy of Tender Document**

The soft copy of the tender document will be made available on NHB's website <http://www.nhb.org.in>. The bidders will need to pay the non-refundable fee of Rs. 5000/- (Rupees Five Thousand Hundred only) by way of ECS as described in Annexure 'Y'. The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the bid may not be considered for further evaluation.

### **3.3 Non-Transferability of Tender**

This tender document is not transferable.

### **3.4 Statement of Confidentiality**

This document contains information that is proprietary and confidential to National Housing Bank (NHB), which shall not be disclosed outside the bidder's company, transmitted, or duplicated, used in whole or in part for any purpose other than its intended purpose. Any use or disclosure in whole or in part of this information without explicit written permission

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of NHB is prohibited. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to NHB. NHB may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with NHB or any of its customers, suppliers, or agents without the prior written consent of NHB. Any use or disclosure in whole or in part of this information without explicit written permission of NHB is prohibited.

### **3.5 Language of Bid**

The bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

### **3.6 Masked Commercial Bid**

The bidder should submit a copy of the actual price bid (as per the format specified by Bank) being submitted to NHB by masking the actual prices with the technical bid. This is mandatory. The bid may be disqualified if it is not submitted by masking it properly. Bank reserves the right to cancel the bid at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

### **3.7 Erasures or Alterations**

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting may be considered at the discretion of the Bank only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and NHB reserves the right for such waivers.

### **3.8 Amendment to the bidding document**

- At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

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- The amendment will be posted on Banks website [www.nhb.org.in](http://www.nhb.org.in)
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- The bank at its discretion may extend the deadline for the submission of Bids.
- The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

### **3.9 Right to Alter Location / Quantities**

NHB reserves the right to alter the proposed location/s specified in the tender. NHB also reserves the right to add/delete one or more location/s from the list specified in the tender.

### **3.10 Documents Comprising the Bid**

- The bid consists of two proposals viz., technical proposal and commercial proposal.
- Documents comprising the **TECHNICAL PROPOSAL** should be:
  - Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., minimum eligibility criteria as per **Annexure - 'D'**.
  - Technical Bid as per **Annexure - 'F'**. Any technical Bid containing price information will be rejected.
  - The proof of e-payment of Rs.5000/- (non-refundable) made to **NATIONAL HOUSING BANK**.
  - The proof of e-payment of Rs.200,000/- (refundable) made to **NATIONAL HOUSING BANK**.
  - Soft copy of minimum eligibility criteria, technical bid, masked commercial bid.
  - Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price.
  - Bids without the RFP cost and EMD amount will be rejected.
- Documents comprising the **COMMERCIAL PROPOSAL** should be:
  - Complete Commercial bid as per **Annexure - 'H' with covering letter as per Annexure 'G'**.
  - Soft copy of commercial bid Price bids containing any deviations or similar clauses may be summarily rejected.
  - Any Other information may be furnished in separate Annexures.

### **3.11 Bid Currency**

Bids to be quoted in Indian Rupee only.

### **3.12 Earnest Money Deposit (EMD)**

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- i. All the responses must be accompanied by a refundable interest free security deposit of Rs. 200,000/- (Rs. Two Lacs only), by way of an e-payment in favour of **National Housing Bank**.

The Accounts details are given below:

| S.No | Type                            | Particulars  |
|------|---------------------------------|--|
| 1    | Beneficiary Name                | National Housing Bank  |
| 2    | Beneficiary Address             | Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003                          |
| 3    | Beneficiary Bank Name           | State Bank of Hyderabad  |
| 4    | Beneficiary Bank Branch Address | Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003 |
| 5    | Type of Bank Account            | Current account  |
| 6    | Beneficiary Bank A/C No         | 52142903844  |
| 7    | IFCS code of Bank branch        | SBHY0020511  |
| 8    | MICR No                         | 110004005  |

- ii. The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the bid may not be considered for further evaluation.

The bidders are also required to submit ECS Mandate Form as enclosed in Annexure- 'I'.

- iii. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- iv. Request for exemption from EMD will not be entertained.
- v. The EMD amount of all unsuccessful bidders would be refunded on completion of the tendering process.
- vi. Successful Bidder will be refunded the EMD amount after execution of SLA and submission of Performance Bank Guarantee for 10% of total contract value (Please refer Total Cost 'X' of Annexure 'H') as per terms of RFP.
- vii. The EMD security may be forfeited:
- If a Bidder withdraws its bids during the period of bid validity
  - If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract

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- In case of successful Bidder, if the Bidder fails to Sign the contract.

### **3.13 Performance Guarantee**

The selected Bidder will be required to provide a 10% of the total cost of project (Please refer Total Cost 'X' of Annexure 'H') as Performance Guarantee (Format at Annexure 'M'), in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months period beyond the expiry of contract period i.e. 5 years. The same is required to be extended if the contract period is extended as per terms of RFP. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Consultant results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the submitted Bank Guarantee.

### **3.14 Period of Validity of Bids**

- 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.
- In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

### **3.15 Format and Signing of Bids**

Each bid shall be in two parts:

- Part I: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED COMMERCIAL BID [price bids without any price]. The above contents will be referred to as **“TECHNICAL PROPOSAL”**.
- Part II : covering only the COMMERCIAL BID herein referred to as **“COMMERCIAL PROPOSAL”**
- The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

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### **3.16 Sealing and Marking of Bids**

- The envelop shall be addressed to the Bank at the address given below:  
The Deputy General Manager, IT Department  
National Housing Bank  
Core 5A, 3<sup>rd</sup> Floor, India Habitat Centre  
Lodhi Road  
New Delhi - 110003
- All envelopes should indicate on the cover the name and address of bidder along with contact number.
- The Bidder shall seal the envelopes containing Technical and Commercial proposals separately.
- The envelope should be non-window and separately super scribed as “Technical Proposal for Support of SAP ERP Functional Modules” and “Commercial Proposal for Support of SAP ERP Functional Modules “, as applicable.
- If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not considered and will stand rejected without recourse.

### **3.17 Deadline for submission of Bids**

- The bids must be received by the Bank at the addressed specified, not later than the last date of bid submission as indicated above.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.18 Late Bids**

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

### **3.19 Modification and/or Withdrawal of Bids:**

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- No bid may be modified after the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders' forfeiture of its EMD.
- Bank has the right to reject any or all tenders received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / no delivery of the bid documents due to any reason whatsoever.

### **3.20 Opening of Bids by the Bank**

- On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives who will attend the meeting on the specified date.
- The Bidder name and presence or absence of requisite EMD, RFP cost and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening.

### **3.21 Clarification of bids**

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **3.22 Preliminary Examinations**

- The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of the Bank is final towards evaluation of the bid documents.

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

### **3.23 Proposal Ownership**

The proposal and all supporting documentation submitted by the vendors shall become the property of NHB unless NHB agrees to the vendor's specific request/s, in writing, that the proposal and documentation be returned or destroyed.

### **3.24 Instructions to the Bidders:**

The bidder shall not outsource the work assigned by the Bank, to any third party and attend all complaints registered by the Bank through its own service/support infrastructure only.

### **3.25 Price Composition & Variation**

- The vendor should clearly furnish the cost matrix strictly as per the structure provided in the Annexure 'H'. Any deviation may lead to bid rejection. Also no options should be quoted other than as per the commercial bid. Wherever options are given, the bid is liable to be rejected.
- The commercial offer shall be on a fixed price basis. No price variation relating to cost of consultancy exclusive of taxes (present and future) will be entertained for any work assigned during the period of contract.
- Date of implementation of project shall be date of the sign-off. The same date shall be considered for renewal of support services etc., if applicable.

### **3.26 Order Cancellation**

- Order Cancellation: The Bank reserves the right to cancel the purchase order if the deputation of consultant is delayed for more than two weeks at description of Bank. Please refer J.1.A for further reference.

### **3.27 Timely availability of Support Services**

The vendor should have proper and adequate support mechanisms in place at New Delhi & NCR to provide all necessary support under this project.

### **3.28 Manuals and Drawings**

The vendor shall provide complete technical and other documentation/s for the services supplied during the period of contract. All the manuals shall be in English and must be clearly indicative of services supplied.

### **3.29 Bid Evaluation**

- The Bank may use the services of external consultant for normalization of bids and evaluation of bids

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) as per terms of RFP.
- Detailed bid evaluation methodology and selection of bidder is given in **Section 7**.
- Arithmetic errors correction:
  - Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
    - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
    - If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
    - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
    - Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
    - Figures mentioned in words will be treated as final in case there is mismatch between price quoted in figures and price quoted in words.

### **3.30 Modification and Withdrawal**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

### **3.31 Revelation of Prices**

The prices in any form or by any means should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

### **3.32 Terms and Conditions of the bidding firms**

The bidding firms are not required to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids.

### **3.33 Local conditions**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

### **3.34 Contacting NHB or putting outside influence**

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

### **3.35 Proposal Content**

The vendors' proposals are central to the evaluation and selection process. Therefore, it is important that the vendors carefully prepare the proposal. The quality of the vendors' proposal will be viewed as an indicator of the vendor's capability to provide the solution and vendors interest in the project.

### **3.36 Banned or Delisted Supplier:**

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

### **3.37 Compliance with Laws**

- i. The Consultant shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.
- iii. In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Contract shall be considered to be

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

assigned to the new entity and such an act shall not affect the rights of the Consultant under this Contract.

### **3.38 Intellectual Property Rights**

- i. The successful bidder warrants that the Inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The successful bidder warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever
- ii. In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, successful bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to successful bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the selected bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.
- iii. The indemnification obligations stated in this clause apply only in the event that the Indemnified Party provides the Indemnifying Party prompt written notice of such claims; grants the Indemnifying Party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expense of the Indemnifying Party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the Indemnified Party. The indemnification obligations stated in this clause reflect the **liability upto contract value**, of the parties for the matters addressed thereby.
- iv. The successful bidder acknowledges that business logics, work flows, delegation and decision making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

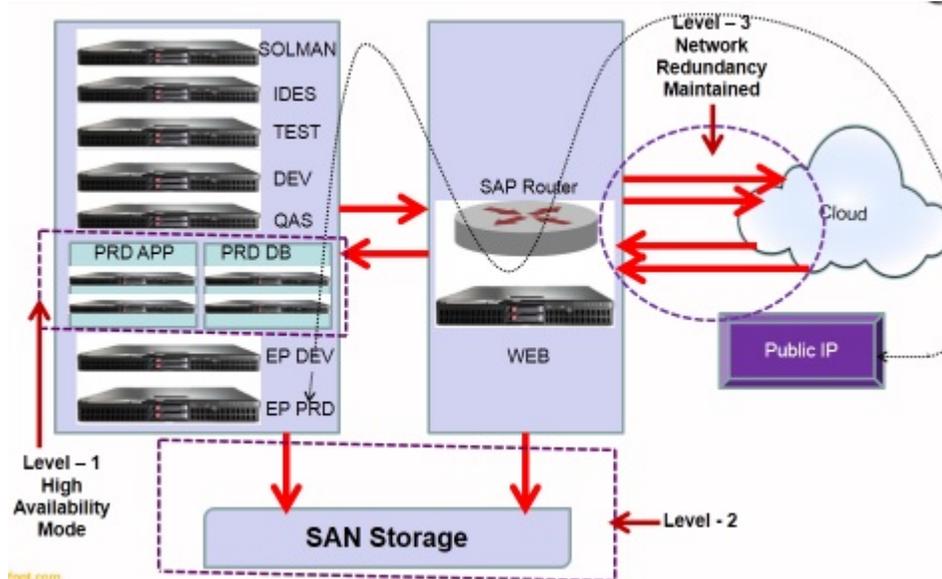
### 3.39 False / Incomplete statement:

Any statement/declaration made by the tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted at any stage of the contract, shall render his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- If such statement is found at the tender stage, his total earnest money shall be forfeited and tender will be summarily rejected.
- In case such a statement is found at the contract stage appropriate action as decided by the Bank shall be applicable.

## 4. PRESENT SET-UP

1. An overview of existing implantation of SAP in the Bank is outlined below:



Bank has implemented SAP (R/3 ECC 6.0) to cover all the operations of the Bank. The application has been deployed in windows server with SQL server-2005 as backend database. The existing systems specifications implemented at the Data Center (DC) are as follows:

| Installation     | Specification Hardware/ OS/DB               | No. of Servers used |
|------------------|---|---------------------|
| Solution Manager | Dell PowerEdge 720 1 U Rack Server, Windows | 1                   |

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|                                       |   |           |
|---------------------------------------|---|-----------|
| IDES                                  | 2008 Server, SQL Server                   | 1         |
| Test Server                           | 2005 Service Pack 3                       | 1         |
| ERP-<br>Development                   |   | 1         |
| ERP-Quality<br>ECC 6.0<br>EHP7        |   | 1         |
| ERP-<br>Production<br>ECC 6.0<br>EHP2 |   | 4         |
| ESS-<br>Development<br>ECC6.0 EHP7    |   | 1         |
| ESS-<br>Production                    |   | 1         |
| Web Server                            |   | 1         |
| ERP-<br>Production                    |   | 2         |
| ESS-<br>Production                    |   | 1         |
| Web Server                            |   | 1         |
| SAP BW<br>System (PRD,<br>Qty, Dev)   | IBM Blade Server HS22, SQL<br>Server 2012 | 3         |
| SAP Test<br>Server                    |   | 1         |
| <b>Total Servers</b>                  |   | <b>20</b> |

**Solution Manager** - SAP solution manager is a centralized system management suite which centralizes the management of SAP systems. SAP Solution Manager provides features for enhancing, automating and improving the management of SAP systems. SAP solution manager addresses issues like Central System Administration, Project Management, Installation Keys, Early Watch Reporting, Change Management, Support Pack and Notes management functionalities. This system is implemented on a single server.

**SAP Router** - SAProuter is an SAP program that acts as an intermediate station (proxy) in a network connection between SAP Systems, or between SAP Systems and external networks. SAProuter is used for accessing SAP services of NHB over Internet. SAProuter also acts as an interface between an organisation and the SAP market place. This facilitates working on the SAP systems securely and remotely by the consultants during offsite support. This system is implemented on the Solution Manager box.

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**Internet Demonstration and Evaluation System (IDES)** - This system contains model data and are used to demonstrate and show the functionality of the various SAP solutions. The IDES system supports demos, self-study or functional evaluation/tests based on the preconfigured data/clients. These systems are used for internal training and simulation purpose. This system is implemented on a single server.

**Test Server** - This system is being implemented with an aim to carry out simulation test of production data. This system is also used to test scenarios like post patch implementation effects, to test support pack and note implementation before trying out them on the system landscape. This system is implemented on a single server.

**System Landscape** - The SAP landscape consist of Development Server, Quality Server, Production Server.

**Development Server** - This system is used for customization and configuration management activities. This system is basically accessed by the consultants for development and customization of customer requirements through a change management process. All kind of changes gets initiated from this server. This server has three clients viz., 100 for integration testing, 110 as sand box and 120 as the golden client. Sand box client is used for scenario and configuration testing whereas golden client contains configuration only which gets transported to the quality server and not intended to carry out any transaction. This system is implemented on a single server.

**Quality Server** - This server is used for testing the customization and scenario prepared by the consultants. All NHB officers are provided with required rights for this purpose. The customization changes after successful testing are moved to the production server. This server has two clients viz., 200 as integration testing and 210 as pre-production. This system is implemented on a single server.

**Production Server** - This is the main server system for the business operation. This server is used by NHB officers for functionalities like Finance (Refinance and Project Finance), Treasury, Human Resource, Material Management etc. This server has one client (300). This system is implemented on four servers with Central Instance application and Database on two different clusters with each cluster having two servers.

**Enterprise Portal - Development Server** - This is the Employee Self Service (ESS) Enterprise Portal server which provides features like Salary, Reimbursement, Claims, Leave, Travel Management functionalities. This server is used by consultants for customization activities. All tested configurations are then moved to the EP-Production server. This system is implemented on a single server and is mapped to the ERP-Quality Server.

**Enterprise Portal - Production Server** - This is the main ESS portal server accessed by NHB officers for viewing salary, reimbursement claim, leave request, travel management etc. This system is implemented on a single server and is mapped to the ERP-Production Server.

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**Web Server** - This system acts as a gateway for connecting SAP systems over Internet and Intranet as well. This system is placed on the DMZ network zone for secured access. The SAP designated systems (ERP Production and ESS Production servers) are accessed through Internet and to facilitate the same required mapping has been created on the NHB domains. The public IPs used for this access has been mapped to the internal address of the Web Server.

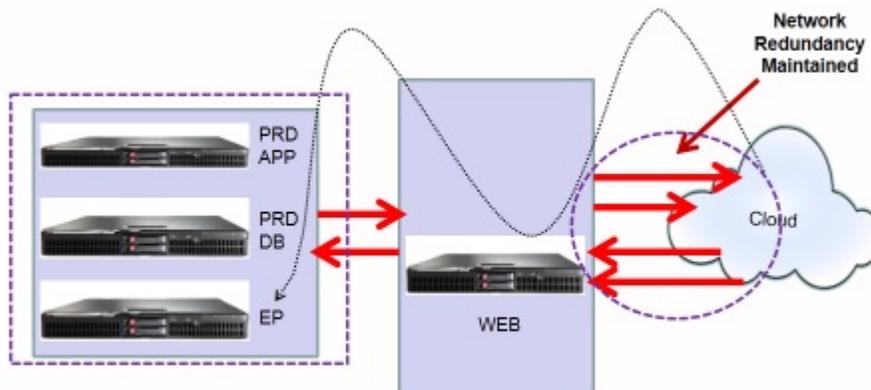
**BI/BW/BO Server** - Bank has procured and implemented BI/BW & BO licenses. ECC production data is transferred daily to BI/BW Servers. Presently, it is not configured for creating Business Intelligence Dashboard visually representing the key organizational performance data

**Screen Personas** - This is integrated with SAP platform which enables users to personalize and customize their SAP screens as per their requirements and convenience without affecting the process flow.

**Work Performance Builder** - SAP WPB is a solution for transferring knowledge and providing in-application guidance to employees using the system. It is create and deploy training material such as interactive simulations and tests, user documentation and context sensitive help.

**Security Weaver** - Bank is using Governance, risk and compliance management (GRCM) products which is provided by M/s Security Weaver viz. Reset Password, Authorization Help, Process Auditor and Transaction Archive.

### DR Arrangement



Presently, there is real time data replication between the DC and the DR through **Log Shipping**.

The existing systems specifications implemented at the Disaster Recovery Site (DR) are as follows:

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| Installation                | Specification<br>OS/Hardware/DB  | No. of Servers<br>used |
|-----------------------------|--|------------------------|
| ERP-<br>Production<br>in DR | Dell PowerEdge 610 1 U Rack<br>Server, Windows 2008<br>Server, SQL Server 2005<br>Service Pack 3 | 2                      |
| ESS-<br>Production          |  | 1                      |
| Web<br>Server               | Dell PowerEdge 720 1 U Rack<br>Server, Windows 2008<br>Server, SQL Server 2005<br>Service Pack 3 | 1                      |

The implementation of SAP in the Bank comprises of the following modules:

- **Finance and Control (FI/CO)** - It consists of two sub-modules namely 'Corporate Finance Management (CFM)' and 'Consumer Mortgage Loan (CML)'.
  - **Corporate Finance Management (CFM):** It covers three business areas namely 'Financial Accounting', 'Resources Operation' & 'Treasury Operations'.
  - **Consumer Mortgage Loan (CML):** It covers two business areas namely 'Project Finance' & 'Refinance Operations'.
- **Human Resource Development (HRD)** - The HR module includes payroll, reimbursements, leave account maintenance, training and tour management. The entire customization is done through 'Human Resources Management (HRM)' module of SAP. However, at present only payroll & reimbursement modules are live.
- **Employees Self Service (through SAP EP)** - The employee portal provides employees to view the salary, reimbursements, leaves & tour details etc.
- **Material Management (MM)** - Although, Bank has procured SAP MM Module but it is yet to be implemented in Bank.
- **SAP Solution Manager- Solman** is be used for incidence management & central monitoring of entire landscape in Bank.
- **BW/ BO Module:** This module is to be used for dashboard representation of SAP Production data of Bank.

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### SAP Licenses

| S. No | Modules       | Quantity                                |
|-------|---------------|---|
| 1.    | ERP           | 124 user licence<br>1 developer licence |
| 2.    | ESS           | 200 user licence                        |
| 3.    | Payroll users | 300 user licence                        |
| 4.    | Loan          | 7048 number of loans                    |
| 5.    | BI/ BO        |   |

### 5. SCOPE OF WORK

A description of the envisaged scope is enumerated as under. Based on the contents of the RFP, the selected successful bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for NHB. The NHB expressly stipulates that the selection of successful bidder under this RFP is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to NHB.

#### 5.1 Detailed Scope of work

1. This scope of work includes support activities of the following modules implemented in NHB (Details of the process implemented for each module are given in the annexure A).
  - (a)SAP FICO
    - CFM
    - CML
  - (b) SAP MM
  - (c)SAP HCM
  - (d) SAP ESS/MSS through Enterprise Portal
  - (e)SAP Solution Manager
  - (f) SAP BW & BO
  - (g) SAP IDES
2. The successful bidder will be responsible for resolving existing issues of SAP in different phases and attending new requirements within a fixed timeframe as decided by the Bank. For Illustrative list (but not limited to) of Business requirements please refer Annexure - 'K' —Functional Requirement Specification and Annexure 'L' —Technical Requirement Specifications.

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3. The proposed support scope shall cover the following offices of NHB:

- Head office - Delhi
- Mumbai Office

4. The successful bidder will be responsible for providing dedicated onsite consultants at NHB's HO for each modules such as SAP FICO, SAP MM, SAP HCM, SAP BW/BO & SAP EP after project kickoff as per below table.

| S.No | Module                                | Onsite Man-days required |
|------|---------------------------------------|--------------------------|
| 1    | SAP FICO having CFM & CML experience* | Full man-month           |
| 3    | SAP HCM                               | 10 days in a month       |
| 4    | SAP BASIS                             | 5 days in a month        |
| 5    | SAP BW/BO                             | 10 days in a month       |
| 6    | SAP MM                                | 10 days in a month       |
| 7    | SAP EP                                | 10 days in a month       |

- The consultants/ support team must be based out of Delhi-NCR to facilitate timely issue resolution.
  - In case the selected bidder is not able to provide FICO consultant having CFM & CML experience, the job may be handled by more than 1 consultants without any additional cost.
  - The consultants deployed onsite, must have 3 years of experience in respective areas.
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 7 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 / Order may be cancelled by the Bank.
6. The successful bidder should provide contact numbers, email addresses, escalation matrix of a dedicated support team. NHB shall be kept informed well in advance in case any changes are being made in the contact details. NHB also maintains attendance sheet as per procedure.
7. NHB should be notified by the successful bidder for any change of resources/consultants in the support team.

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8. The Bank will engage third party audit firm to carry out detailed Gap Analysis. The successful bidder will have to address gaps/ issues, if any, reported by the Audit firm. The time line and effort estimate to address the same will be decided mutually.
9. The change management in NHB is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism. The successful bidder, during this support phase, should follow the procedure for any Change in the system. All such changes depending on the type of requests would follow one of the below mentioned path of the change management process.
  - a) Any system error, issues, bug fixes or any recommendations from Product vendor SAP, will be carried out by the successful bidder without any additional cost to NHB.
  - b) Any changes related to the existing interfaces like addition/deletion of new fields, changes in the mapping, creating/modifying static and dynamic queues, structural changes etc. will be carried out by the successful bidder without any additional cost to NHB.
  - c) Any change requests pertaining to the processes implemented in NHB for the module defined in the scope will be considered as non-commercial Change request. In this case the successful bidder will carry out the changes without any additional cost to NHB.
  - d) For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and NHB.
10. The successful bidder should apply the necessary patches and releases, as and when available on development, quality and production environment. The patches should be tested by the Level 2/3 support team in Development environment and subsequently UAT will be carried out by the end users in the Testing environment before they are implemented in production.
11. The successful bidder will provide onsite/offsite support as detailed in RFP/ future requirements. The payment will be released as per agreed terms and rates quoted in commercial bid.
12. The consultants of successful bidder will use SAP Solution manager for Incident management & Change Management (CHaRMS & Service Desk) and recording/tracking of issues raised during support period. The bidder shall maintain the knowledge database in the incident management tool (SAP Solution manger) for the issues getting resolved so that the same can be used by the support team to provide solution for similar incident/issues in future.
13. 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.

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Technical implementation includes entire present landscape of DC & DR viz. ECC, EP, BI/BO, Solman, IDES, Web dispatcher, SAP router etc.

14. The Bank is using Windows Clustering Technology for ensuring High Availability (HA) for SAP production server (both application & database). It is the responsibility of the successful bidder to administer & monitor these clusters and rectify any issues during migration/ support period.
15. The successful bidder has to configure Solution Manager in HA mode using Windows Clustering Technology.
16. The successful bidder has to carry out technical implementation of Bank's DR Site which includes ECC production, EP production & Web dispatcher. Configuration of SQL Server, log shipping is the responsibility of successful bidder.
17. The successful bidder will be responsible for reviewing of User/ Authorization Management, Role Management, GRC functionalities, Change Management, Segregation of Duties, Backup & DR Management, SAP Router configuration and other controls related to configuration in SAP. Based on review, the successful bidder shall provide policy & procedures related to these areas. The successful bidder should suggest suitable T codes / Roles and Authorizations for using the SAP system by all types of users.
18. The successful bidder will be responsible for revamping Solution Manager. It will provide Central User administration (CUA) in Solman to centrally monitor & control all SAP systems in NHB. Landscape Management shall also be done by Solman. The successful bidder will be responsible for configuration of CCMS through Solman with enabled auto alerts feature through email. The bidder shall also enable email alert feature in SQL Servers for any threshold violation.
19. The successful bidder will be responsible for revamping of BW & BO modules of NHB. The modules should have capability of providing on-line information to facilitate tactical and operational decision-making. It should be possible for the Owner to configure a Business Intelligence Dashboard visually representing the key organizational performance data in a user-friendly manner. Successful bidder shall create a portal for BI & BO dashboards, scope not limited to:
  - o Development and deployment of well-designed interface which includes user administration, security and development features to create and maintain reports, charts, etc.
  - o Sharing of reports/queries, through portal, across the enterprise based on role based access.
  - o Creating a Business Intelligence dashboard personalized by job role.
  - o Development of charts and/or reports representing key performance indicators (KPI's)
20. The successful bidder will be responsible for revamping of MM module of NHB by

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

redefining entire purchase process of NHB.

21. The successful bidder will be responsible for upgradation and revamping of ESS & MSS modules of NHB. The ESS & MSS module shall be accessible over mobile devices & shall be mobile friendly. The ESS & MSS include various module such as benefits & payments, salary statements, claims/ advances, working time including leave management, leave approval, Loan Management, Travel Management, organisation hierarchy management, LFC management. The ESS/ MSS portal shall be designed with contemporary design & aesthetic look & feel.
22. The successful bidder will be responsible for setting Central GUI installation server for the efficient distribution of SAP Front end Components across workstations in NHB.
23. The successful bidder will be responsible for setting central patch installation server for the efficient distribution of SAP patches across entire landscape.
24. The successful bidder will be responsible for configuration of SAP market place for NHB, along with tuning, redesign & training.
25. The successful bidder will be responsible for preparing the business process document, technical manuals, operations manual, administrator's manual & end- user manuals and training documents in templates agreeable to NHB.
26. Any changes due to Union/state budgets, Statutory/Legal compliances (i.e., circular/notifications/notice by statutory bodies like CBDT, Ministry, SEBI, RBI etc.), suggestion from auditors shall be incorporated in SAP system. No additional cost will be paid.
27. The successful bidder will be responsible for enabling generation of Financial reports like Balance sheet, trial balance etc. from SAP system.
28. The successful bidder will implement SAP Notes as and when required without any additional cost.
29. The scope of the successful bidder also includes implementation and subsequent support of new accounting standards like IndAS and GST in SAP system as and when NHB decides to implement the same. The effort estimate will be decided mutually and payment will be made as the man-day and man-month rate.
30. The successful bidder should do hand holding activities to the users wherever required. NHB may ask the consultants of the successful bidder to provide training for some processes to the users as per the requirement.
31. The basis consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), RFC Connections and monitoring, Early watch reporting, Administration for External Communication, Scheduling Background Tasks, Printer Connections, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Creating/ Exporting/importing Transport Requests, Client Tools, SAP Note Assistant, Support

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Package Upgrades, System Workload Analysis, System trace monitoring, Performance Analysis Monitors, SAP Memory Management , System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring Tools, Recovery, DBA activity.

32. The successful bidder will perform SAP BASIS activities in Development, Quality and production SAP ECC systems. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
33. The successful bidder shall interact with other product vendors / support vendors for system related issues in co-ordination with NHB.
34. The successful bidder will provide support for Screen Personas, Workforce Performance Builder, FIORI (to be implemented in future) and other SAP products.
35. The successful bidder will configure DBA Planning Calendar to automate database administration actions that have to be performed regularly and DBA cockpit to monitor, control, configure, and administer SAP database.
36. Bug fixes/program changes will be tested by the support team in Development environment and subsequently UAT (user acceptance testing) will be done by the end users in the Quality environment before they are transported to production.
37. Any SAP product level issues needs to be intimated through SAP market place and a follow up on the same for quick resolution.
38. If any support is required pertaining to SAP applications in DR site then same should be extended by the successful bidder to the DR site.
39. The successful bidder will take part in the quarterly DR Drill carried out by NHB without any additional cost for SAP applications.
40. The successful bidder shall conduct training need assessment of NHB's Core team members (minimum ten (10) persons) as well as end-users as a component of the process improvement and change management process. Training needs should be continuously refined and frequently reconfirmed with the end -user community & the Core team as the project progresses. It is expected that this training will be conducted in multiple sessions and shall be completed along with the support. All training costs should be included in the Total Bid Price and no separate/ extra charges shall be entertained.
41. The successful bidder will follow the holiday calendar of NHB. They should deploy onsite support team during the NHB working days from Monday to Friday (10 AM to 6.00 PM). The vendor team has to work late after working hours and attend issues on holidays as and when required without any additional cost to NHB.
42. During urgent work or any special occasion, NHB would ask the consultants of the successful bidder to work on weekends/holidays without paying any additional cost.

### **Service Level and Penalty clause**

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43. The successful bidder will adhere to the following Service Level Agreements (SLA) related to support for SAP production problems:

| Severity Levels                              | Severity Type | Description  | Resolution Duration | Uptime % |
|--|---------------|--|---------------------|----------|
| S1 - Business Standstill                     | Critical      | <ul style="list-style-type: none"> <li>An application is unavailable and blocks the execution of the primary business process. A workaround is not possible.</li> <li>A business-critical part of an application is not available. A workaround is not possible.</li> <li>Business-critical functions cannot be executed. A workaround is not possible.</li> </ul> | Up to 4 Hours       | 99%      |
| S2- Performance Degradation / Partial Impact | High          | <ul style="list-style-type: none"> <li>Important functions perform with response times that deviate significantly from the agreement.</li> <li>The user is able to work but is unable to achieve a normal productivity level due to the problem.</li> <li>Partial unavailability of system or components.</li> </ul>   | Up to 24 Hours      | 99%      |
| S3-Regular, Default Category                 | Medium        | <ul style="list-style-type: none"> <li>A non-business critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level.</li> <li>The problem has few consequences for the user and workaround is possible.</li> <li>The majority of the functions operate normally.</li> </ul>             | Up to 48 Hours      | 98%      |

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|                                    |     |  |                |     |
|------------------------------------|-----|--|----------------|-----|
| S4-No Immediate Impact to Business | Low | <ul style="list-style-type: none"> <li>The problem has few consequences for the user and there is a workaround.</li> <li>The application or its parts are used by a very few users &amp; the unavailability will not affect business.</li> </ul> | Up to 72 Hours | 98% |
|------------------------------------|-----|--|----------------|-----|

### Downtime Calculation methodology

- Downtime will be calculated from Bank's reporting time.
- Effective Downtime-hours will be calculated by assigning appropriate weight to each severity parameter. The basis of downtime calculation is as follows:

| Severity | Weight | Formula for Effective Downtime-hours Calculation |
|----------|--------|--|
| S1       | 1.0    | Weight * Down time in Hours                      |
| S2       | 0.6    | Weight * Down time in Hours                      |
| S3       | 0.4    | Weight * Down time in Hours                      |
| S4       | 0.2    | Weight * Down time in Hours                      |

- Quarterly downtime % = (effective downtime-hours in a quarter\* 100)/(24\*90)  
Where (24\*90) is number of hours in 90 days of a quarter  
(\* indicates multiplication)

### Penalty clause for SLA

- Penalty will be charged as 1% of the total contract rate per year for each 1% decrease in the uptime (Desired uptime as per severity level) with a maximum of 10% of the contract cost. If the uptime falls below 90%, contract / Order may be cancelled and Bank may claim entire advance amount with interest from the bidder with additional 10% of the yearly contract cost as penalty.

## 5.2 Deliverables

- Detailed project Gantt Chart to be provided along with bid documents
- Weekly reports on Issue Analysis, resolved and pending activities.
- Monthly review report on the issues resolved and Details of Changes handled, Transports moved etc.
- Monthly TAT reports generated from Solman and status report to be submitted by Project

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Manager

5. Minutes of Meetings for all the meetings with the users, vendors and other stake holders.
6. Knowledge database building through Solution Manager for the issues being resolved.
7. All documentation involved in Change Management Process defined in the Scope.
8. Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.
9. Patch upgrades documentation as and when the patch upgrade activity is performed.
10. Scheduling and documentation of Technical support activities on SAP ECC servers (Development, Quality and Production).
11. Monthly updated Support team details and escalation matrix with responsibilities during business hours and after office hours including weekends should be submitted.
12. User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.
13. Monthly attendance sheet will be submitted to NHB which will be verified against the Attendance registers maintained by NHB.

### 6. PROJECT SCHEDULE

The selected vendor will be required to report at the NHB Head Office for commencement of the Assignment within 10 days of placement of work order. The timeframe for completion of the project is given below:

| <b>Sr. No.</b> | <b>Project Milestone</b>                                   | <b>Time for completion</b> |
|----------------|--|----------------------------|
| 1.             | SAP technical implementation activity as per scope of work | 20 days                    |
| 2.             | Completion of FICO requirements (Phase I)                  | 60 days                    |
| 3.             | Completion of FICO requirements (Phase II)                 | 60 days                    |
| 4.             | Implementation of MM as per scope of work                  | 20 days                    |
| 5.             | Implementation of HR as per scope of work                  | 20 days                    |

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|    |   |         |
|----|---|---------|
| 6. | Implementation of BI/BW/BO as per scope of work         | 20 days |
| 7. | Implementation of New Requirements as per scope of work | 20 days |
| 8. | User Training & User feedback after every phase         | 14 days |

*\*Vendor may carry out activities in parallel so that all activities are completed within 6 months of work order, however FICO requirements (Phase I) must be completed within 60 days of work order.*

*\*Date of completion of phase will be closure of functional requirements of respective phase as stated in Annexure 'K' and completion certificate from associated user department of the Bank.*

### 7. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical bid                      Part I
- Commercial bid                    Part II

The bidder will have to submit the Technical bid and Commercial portion of the bid separately in two separate red lac-sealed envelopes (wax seal), duly super scribing "**Support of SAP ERP Functional Modules**", "**TECHNICAL BID**" or "**COMMERCIAL BID**" as the case may be.

TECHNICAL BID shall not contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialed by the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialed by the person(s) signing the Bid.

#### 7.1 BID EVALUATION METHODOLOGY

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

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To meet NHB's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services in the field of Information and Communication Technology, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the services sought by NHB, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by NHB is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that NHB may adopt. NHB reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation NHB may seek specific clarifications from any or all the Bidder.

**It may please be noted that NHB reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.**

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in section 10.1. The technical and commercial responses to this RFP will be considered further only for those vendors who meet the **Minimum Eligibility Criteria**. Vendors must provide their responses in the format given in **Annexure - 'D'**.

Techno-Commercial Evaluation i.e. Quality cum Cost Based System (QCBS):

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 80 and Commercial Bid Score a weightage of 20.

The technical and commercial response evaluation will be based on the criteria described in following section onwards.

### **7.2 Minimum Eligibility Criteria**

Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria:

- i. Bidders should have relevant experience (in respect of services for which this tender has been floated) of at least 2 continuous years in the last 5 years wherein he should have provided SAP Support or implementation services (Copy of Purchase order or Contract to be attached).
- ii. Bidder should have one SAP support project experience in an organisation of NHB size having User base of at least 200 SAP users. The scope of the same should cover SAP functional modules such as FICO (CFM & CML modules), MM, HR along with SAP

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ESS/MSS through Enterprise Portal and SAP technical platforms like SAP ABAP, ABAP-HR, WebDynPro, Workflow, SAP BASIS (Copy of Purchase order or Contract to be attached and any other proof in support of the above).

- iii. The Bidder should have executed at least one SAP Support or implementation project with duration of not less than 1 year, in a Central/State Government / Public sector Undertaking / Public Sector Banks (copy of Purchase order or Contract to be attached).
- iv. The bidder Company should have at least 50 qualified SAP Certified professionals in SAP support area, on its payroll.
- v. The bidder should be SAP partner.
- vi. The Bidder should not have been black listed / debarred or received letter of dissatisfaction in last 3 years at the time of submission of Tender, by Government of India or Central PSU / PSE/ PSB/ FI.
- vii. Bidders should have a minimum annual turnover of Rs. 10 Crores for the last three financial years. (Copy of CA Certificate & audited Balance sheets of 2014-15, 2015-16, 2016-17 should be attached).
- viii. The bidder should have an office in Delhi-NCR, India with a team of atleast 25 SAP professionals permanently located in Delhi-NCR office.

### 7.3 Evaluation of Technical Bids

- i) Minimum Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by NHB. A detailed analysis will be subsequently carried out by NHB. Based on responses to 'Minimum Eligibility Criteria', Bidder will be short listed for technical evaluation further.
- ii) The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid. Technical Bids receiving a RTS greater than or equal to a score of 80 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly as follows:

#### Technical Bids (Mark Distributions)

Criteria and Point system for the evaluation of the Technical bids are as under:

Maximum Points 100

|   | Criteria Points | (Max Marks)     |
|---|-----------------|-----------------|
| 1. Number of years of experience of the Firm in SAP support (Copy of Purchase order or Contract to be attached) |                 | Max Marks<br>20 |

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|  |    |              |
|--|----|--------------|
| a. 3 to 5 Years  | 05 |              |
| b. 5+ to 7 Years   | 10 |              |
| c. More Than 7 years   | 20 |              |
| 2. List of Clients (with respect to SAP support)<br>(Only currently valid contracts (upto last 5 years) considered for points award) (Copy of Purchase order or Contract to be attached) |    | Max Marks 20 |
| o For 5 or more in Govt. Sector /<br>PSU/PSBs/FIs/Large Corporate in<br>India  | 20 |              |
| o For 3 or More Govt. Sector /<br>PSBs/Banks/FIs/Large Corporate in India  | 10 |              |
| o For less than 3 Govt. Sector /<br>PSU/PSBs/FIs/Large Corporate in India  | 05 |              |
| 4. Details of SAP qualified professionals on the role of<br>the firm handling SAP support.   |    | Max Marks 20 |
| • More than 150 professionals  | 20 |              |
| • Above 100 to 150 professionals   | 15 |              |
| • 50 to 100 professionals  | 10 |              |
| 5. Experience in SAP Implementation with CFM,<br>CML, MM and HCM modules in<br>PSBs/FI/Govt./PSU/Large corporate in India.   |    | Max Marks 08 |
| a) If Yes  | 08 |              |
| b) If No   | 00 |              |
| 6. Average Turnover for Last 3 financial year  |    | Max Marks 7  |
|  |    |              |
| Rs.10 Crore to 30 crore  | 03 |              |
| Above Rs.30 Crore to 50 crore  | 05 |              |
| Above Rs.50 crore  | 07 |              |
| 7. Presentation  |    | Max Marks 25 |

i. Bidders have to provide copies of supporting documents against each criterion mentioned

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above, without which bid may be rejected.

- ii. Technical Bids receiving a total score greater than or equal to a score of 65 out of Total 80 marks (Excluding the marks for presentation) will be eligible for making presentation.
- iii. The minimum qualification score for the Technical Bids would be 80 (cut-off marks) out of Total 100 marks (Including marks for presentation).

*Note: An organization having an average annual turnover of Rs.1000 Crore or above during last three years will be considered as Large Corporate Sector for this RFP.*

### 7.4 Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

- ◆ The lowest bid will be assigned the maximum Financial Score of 100 points.
- ◆ The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Financial Bid.
- ◆ The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

### 7.5 Final Processing

- ◆ Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score (FS)} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(**T** - Weightage given to the Technical Bid, **F** - Weightage given to the Financial Bid, **T + F = 1**)

- ◆ Weightage for the bids are as follows:

|                        |                      |   |             |
|------------------------|----------------------|---|-------------|
| I.                     | <i>Technical Bid</i> | T | 80%         |
| II.                    | <i>Financial Bid</i> | F | 20%         |
| <b>Total Weightage</b> |                      |   | <b>100%</b> |

- ◆ The firm achieving the highest combined Technical and Financial Score will be invited for negotiations.
- ◆ The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

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### 8. COMMERCIAL TERMS AND CONDITIONS

Bidders are requested to note following commercial terms and conditions for this project.

#### 8.1 Cost of RFP

Price of the bid has been fixed at Rs. 5000/-. Bidder has to necessarily deposit Rs. 5000/- (Rs. Five Thousand Hundred) in the envelope of 'Technical Proposal', (Pl refer Annexure 'F'). Any bid received without the proof of e payment shall be considered unresponsive and rejected.

#### 8.2 Currency

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

#### 8.3 Price

- i. The Price quoted by the Bidder should include all type of costs.
- ii. The price should be valid for full contract period of five years.
- iii. The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, octroi etc. as per commercial bid.
- iv. The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of 5 years and extended if required by NHB.
- v. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- vi. Based on the contracted rates, NHB will place order annually after performance review of the previous year. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.
- vii. For any future requirement, order will be placed at the contracted man-day rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of the Bank.

#### 8.4 Payment Terms

Any payment will be released only after signing of SLA.

Payment terms are as follows:

1. One time cost covering scope of work (as mentioned in S.No. 1, 2, 3, 4 of Point I of Commercial Bid) will be released after its successful completion and sign-off by the Bank.
2. The payment towards each phase will be made after its completion and successful sign-off by respective user department of the Bank, as mentioned in RFP. The payment may be released in advance only after submission of PBG of equivalent value with 1-year validity.

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3. Cost towards On-site and Off-site SAP consultancy support shall be paid by NHB on quarterly basis at the end of each quarter.
4. The bidder will submit the time sheet and details of services provided to the Bank after end of every quarter during which consultancy was provided. The payment will be calculated as per terms of contract and released after its approval from the Bank.
5. The payment towards future man-days, if utilized by the Bank, will be made on completion of assignment/s and subject to the satisfaction of the Bank.
6. Any additional requirement will be invoiced base on commercial terms of RFP. Bidder will invoice only after taking approval from the Bank.

### **8.5 Payment in case of Termination of contract**

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

### **9. General Terms and Conditions**

- The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP Documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.
- At any time prior to the deadline for submission of Bids NHB may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Bidders, modify the RFP by amendment, which will be placed on the bank's website for information of all prospective Bidders.
- All such amendment shall become part of the RFP and same will be notified on bank's website. The Bidders are required to have a watch on bank's website for any such amendment.
- Bidder must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidder is requested to get any issue clarified by NHB before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
- NHB reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.

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- NHB reserves the right to change the requirement specifications and ask for the revised bids or the tendering process without assigning any reasons.
- NHB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of purchase. NHB will not be obliged to meet and have discussions with any bidder, and or to listen to any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- Although service window has been defined as 9am to 9pm, service provider must provide services on beyond the above time in case of urgent requirement of the bank without any extra cost.
- Service Level Requirements and Penalty in not achieving the same have been described in Point 42 of Section 5 of RFP.
- 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.
- On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by NHB.
- These responses would be deemed to be legal documents and will form part of the final contract. Bidders are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and could be rejected. Format of letter is given in.
- Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project.
- NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

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- The Commercial and Technical bids will have to be signed on all pages of the bid by the authorized signatory. Unsigned bids would be treated as incomplete and would be rejected.
- By submitting a proposal, the Bidder agrees to promptly contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.
- Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by NHB.
- Time and quality of the service are the essence of this agreement. Failure to do so will be considered as breach of the terms and conditions of the contract.
- The selected bidder will sign **Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), Integrity Pact** with NHB & provide **Performance Bank Guarantee**, as per below format.

### 9.1 Termination, Penalty & Removal/Replacement Clause

#### A. Termination Clause

NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- ii. Bidder fails to perform any other obligation(s) under the contract.
- iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- iv. However either party, in the case of termination, will give 3 months' notice to the other party.
- 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.
- vi. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

#### B. Penalty Clause

##### I. Penalty for exit/replacement

- i. In case of exit/replacement of consultant, Bidder will provide immediate replacement with prior notice to Bank.

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- 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.
  - iii. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Bank.
  - iv. The payment for replaced resources will be made as per rates quoted/agreed by the bidder as a replacement a person of equivalent or better qualifications
  - 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.
  - 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.
- II. Penalty for absence
- 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.
  - ii. Penalty would be deducted from the applicable payments consolidated on quarterly basis.

### **Exclusions**

Down time due to following situations will not be considered for the purpose of penalty calculation

- Pre-approved scheduled absence by the bidder with prior intimation or force de majeure.

### **C. Removal and/or Replacement of Personnel**

- i. Under no circumstances consultant attached for onsite support will be relieved without Bank's approval. In such circumstances, one month advance notice with proper knowledge transfer will be done to the satisfaction of the Bank before relieving the associated onsite consultant.
- ii. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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- iii. For any of the Personnel provided as a replacement under Clauses (i) and (ii) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced. "Remuneration" to be read as man-month/man-day rate for the resource as submitted in the proposal.

### **9.2 ACCEPTANCE OF ORDER**

NHB will notify successful Bidder in writing issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

### **9.3 Definitive Agreement**

The successful Bidder will sign Service Level Agreement (SLA) in the format as provided in **Annexure 'N'** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure 'O'** with NHB within 15 days of the Work Order/ Letter of Award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

### **9.4 Pre-Contract Integrity Pact Clause**

A "Pre-Contract Integrity Pact" would be signed between NHB and the Bidder for contract value exceeding Rs. \_\_\_\_\_ Crores (estimated value). This is a binding agreement between NHB and Bidders. Under this Pact, the Bidders agree with the Buyer to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per **Annexure - 'P'**.

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the EMD/Bid security and performance bond/PBG;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by NHB for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company.

### **9.5 TAXES**

Taxes will be paid in actual as per statutory rates prevalent during the period of service provided.

### **9.6 GOVERNING LAWS AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

### **9.7 USE OF CONTRACT DOCUMENTS AND INFORMATION**

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

### **9.8 ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

### **9.9 DURATION OF CONTRACT**

Bank will enter into a service contract with successful bidder for a period of 5 years from the date of Work Order.

#### **Suspension of Work**

The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.

### **9.10 TERMINATION OF CONTRACT**

The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

-----XXX-----

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10. Annexures

#### 10.1 Annexure 'A'

##### PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

| S. No. | Information   | Particulars / Response                  |
|--------|---|---|
| 1.     | Company Name  |   |
| 2.     | Date of Incorporation   |   |
| 3.     | Type of Company<br>[Govt/PSU/Pub. Ltd / Pvt.<br>Ltd/partnership/proprietary]                        |   |
| 4.     | Registration No. and date of registration.<br><b>Registration Certificate to be enclosed</b>        |   |
| 5.     | Address of Registered Office with contact numbers [phone /fax]                                      |   |
| 6.     | GSTIN (Documentary proof to be enclosed)  |   |
| 7.     | PAN No  |   |
| 8.     | <b>Contact Details of Bidder authorized to make commitments to NHB</b>                              |   |
| 9.     | Name  |   |
| 10.    | Designation   |   |
| 11.    | Phone No  |   |
| 12.    | FAX No  |   |
| 13.    | Mail ID   |   |
| 14.    | Company Head Office and Addresses<br>Contact Person(s)<br>Phone<br>Fax<br>E-mail<br>Website         |   |
| 15.    | Provide whether bidder has provided SAP support services with focus on scope as defined in this RFP | Yes / No / Comments (if option is 'No') |
|        |   |   |

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

|     |  |   |          |                    |
|-----|--|---|----------|--------------------|
| 16. | Whether the Bidder is black listed / debarred or received letter of dissatisfaction in last 3 years at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/ FI. If yes please give details | Yes/No/Comments (if option is 'Yes')<br>(If option is 'Yes' Bidder may Not be considered) |          |                    |
| 17. | Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.   | Year  | Turnover | Net Profit/Loss(-) |
|     |  | 2014-15   |          |                    |
|     |  | 2015-16   |          |                    |
|     |  | 2016-17   |          |                    |

**Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.**

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.2 Annexure 'B'

#### Bidder Experience Details

|     |  |  |                |                                   |
|-----|--|--|----------------|-----------------------------------|
| 1.  | Vendor's experience providing consultancy in the field of information technology (in years)              |  |                |                                   |
|     | a) Experience in India   |  |                |                                   |
|     | b) Global experience   |  |                |                                   |
| 2.  | Details of minimum three service contracts on SAP support executed with PSBs/PSUs/FIs/Ministry of India. |  |                |                                   |
| 3.  |  | Name of the customer & Contact information | Active/Expired | Contract Period (From to To Date) |
| 4.  | Project 1  |  |                |                                   |
| 5.  | Project 2  |  |                |                                   |
| 6.  | Project 3  |  |                |                                   |
| 7.  | Total number of SAP support contracts executed.  |  |                |                                   |
| 8.  | Service Parameters   |  |                |                                   |
| 9.  | No. of qualified SAP Certified Consultants employed  |  |                |                                   |
| 10. | Number of operating offices in India   |  |                |                                   |
| 11. | Details of Reference Client Sites  |  |                |                                   |
|     | Reference site 1   |  |                |                                   |
|     | Reference site 2   |  |                |                                   |
| 12. | Operating Office in Delhi-NCR.   |  |                |                                   |

Authorized Signatories  
(Name & Designation, seal of the company)

Date:

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

**10.3 Annexure 'C'**

**COMPLIANCE STATEMENT DECLARATION**

**Terms and Conditions**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc.

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.4 Annexure 'D'

#### Minimum Eligibility Criteria

Following format has to be filled by the Bidder and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

- i. Bidders should have relevant experience (in respect of services for which this tender has been floated) of at least 2 continuous years in the last 5 years wherein he should have provided SAP Support or implementation services (Copy of Purchase order or Contract to be attached).
- ii. Bidder should have one SAP support project experience in an organisation of NHB size having User base of at least 200 SAP users. The scope of the same should cover SAP functional modules such as FICO (CFM & CML modules), MM, HR along with SAP ESS/MSS through Enterprise Portal and SAP technical platforms like SAP ABAP, ABAP-HR, WebDynPro, Workflow, SAP BASIS (Copy of Purchase order or Contract to be attached and any other proof in support of the above).
- iii. The Bidder should have executed at least one SAP Support or implementation project with duration of not less than 1 year, in a Central/State Government / Public sector Undertaking / Public Sector Banks (copy of Purchase order or Contract to be attached).
- iv. The bidder Company should have at least 50 qualified SAP Certified professionals in SAP support area, on its payroll.
- v. The bidder should be SAP partner.
- vi. The Bidder should not have been black listed / debarred or received letter of dissatisfaction in last 3 years at the time of submission of Tender, by Government of India or Central PSU / PSE/ PSB/ FI.
- vii. Bidders should have a minimum annual turnover of Rs. 10 Crores for the last three financial years. (Copy of CA Certificate & audited Balance sheets of 2014-15, 2015-16, 2016-17 should be attached).
- viii. The bidder should have an office in Delhi-NCR, India with a team of at least 25 SAP professionals permanently located in Delhi-NCR office.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.5 Annexure 'E'

#### Technical Bid Covering Letter

Date :

To  
The Deputy General Manager  
National Housing Bank,  
Information Technology Department  
Head Office  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

#### Technical Bid: Support of SAP ERP Functional Modules

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelope and the commercial proposal in separate envelope.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Yours faithfully,  
For

**Signature**  
**Name:**

**Address:**  
**(Authorised Signatory)**

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

### **10.6 Annexure 'F'**

#### **Technical Bid Format**

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

- 1. Details as detailed under Chapter 7.3**
- 2. Technical Proposal Covering Letter (as per Annexure -'E')**

**Note:** Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for 'Technical Proposal'.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.7 Annexure 'G'

#### Commercial Bid Covering Letter

Date:

The Deputy General Manager  
National Housing Bank,  
Information Technology Department  
Head Office  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

#### Commercial Bid - Support of SAP ERP Functional Modules

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal [[Insert RFP Number](#)] dated [[Date](#) ], and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., [[Insert date](#)].

Yours faithfully,

For .....

**Signature**

**Name**

**Address**

**(Authorised Signatory)**

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

### **10.8 Annexure 'H'**

#### **Commercial Bid Format**

The structure of the Bidder's commercial response to this tender must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes, charges and other levies.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
- The commercials quoted in the commercial bid are valid for six months from the date of opening of commercial bids.

#### **Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### I. Present Requirement (Weightage 80%)

Table A

| S.No | Item Description   | Cost excl. of taxes | Tax Rate | Total Cost inclusive of taxes |
|------|--|---------------------|----------|-------------------------------|
| 1.   | One time cost covering scope of work (SAP technical implementation, enhancement pack & HA for ECC production/ Solman etc.)<br>Technical implementation includes entire present landscape of DC & DR viz. ECC, EP, BI/BO, Solman, IDES, Web dispatcher, SAP router etc. |                     |          |                               |
| 2.   | One time cost covering scope of work related to HR (Annexure ' K' point 2)   |                     |          |                               |
| 3.   | One time cost covering scope of work related to MM (Annexure ' K' point 3)   |                     |          |                               |
| 4.   | One time cost covering scope of work related to BI/BW for designing 5 dashboards/reports on scenario analysis and what-ifs.  |                     |          |                               |
| 5.   | One time cost covering scope of work related to new requirement (Annexure 'K' point 4)   |                     |          |                               |
| 6.   | FICO (CFM & CML) Phase I Implementation  |                     |          |                               |
| 7.   | FICO (CFM & CML) Phase II Implementation   |                     |          |                               |
| 8.   | Cost towards SAP consultancy support for first year (offsite)  |                     |          |                               |
|      | Cost towards SAP support for first year (onsite)   |                     |          |                               |
| 9.   | Cost towards SAP consultancy support for second year (offsite)   |                     |          |                               |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|     |  |  |  |  |
|-----|--|--|--|--|
|     | Cost towards SAP support for second year (onsite)              |  |  |  |
| 10. | Cost towards SAP consultancy support for third year (offsite)  |  |  |  |
|     | Cost towards SAP support for third year (onsite)               |  |  |  |
| 11. | Cost towards SAP consultancy support for fourth year (offsite) |  |  |  |
|     | Cost towards SAP support for fourth year (onsite)              |  |  |  |
| 12. | Cost towards SAP consultancy support for fifth year (offsite)  |  |  |  |
|     | Cost towards SAP support for fifth year (onsite)               |  |  |  |
|     | Total Cost (X)   |  |  |  |

*Note: onsite support must be provided as per requirement mentioned in scope of work (clause [(5)(i)(3)], Offsite support means estimated 160 days of offshore consultancy support during a year (not more than 40 days in a quarter)*

Bank will initially place work order for first year. However, the same may be renewed subject to performance review.

### II. Future Requirement (Weightage 20%)

**Table-B**

| S.No | Item Description                                     | Cost excl. of taxes | Tax Rate | Total Cost inclusive of taxes |
|------|--|---------------------|----------|-------------------------------|
| 1.   | Man-day rate for Junior SAP Consultant-Functional    |                     |          |                               |
| 2.   | Man-day rate for Junior SAP Consultant-Technical     |                     |          |                               |
| 3.   | Man-month rate for Junior SAP Consultant-Functional  |                     |          |                               |
| 4.   | Man-month rate for Junior SAP Consultant-Technical   |                     |          |                               |
| 5.   | Man-day rate for Senior SAP Consultant- Functional   |                     |          |                               |
| 6.   | Man-day rate for Senior SAP Consultant- Technical    |                     |          |                               |
| 7.   | Man-month rate for Senior SAP Consultant- Functional |                     |          |                               |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|    |   |  |  |  |
|----|---|--|--|--|
| 8. | Man-month rate for Senior SAP Consultant- Technical   |  |  |  |
|    | Cost for Commercial evaluation<br>Total Cost {Y} #<br>$Y=22*(1) + 22*(2) +(3)+ (4) + 22*(5)+22*(6)+(7)+(8)$ |  |  |  |

1. The calculations for person-hour/person-month will be governed by the following rules: One person-day= 8 hours [ $\leq$ Less than 4 hours=1/2 person-day] One person month= 22 days
2. Person days will be calculated for each consultant for any given module.
3. Charges for consultants of specific category working for less than or equal to 15 person days per month will be calculated on person-day basis.
4. Charges for consultants of specific category for more than 15 person days per month will be calculated and charged on person-month basis.
5. Rates quoted in Table B will be applicable for SAP related activities not mentioned in this RFP or any future activities undertaken during the contract period.
6. Cross mix of person-days will not be allowed for retaining multiple consultants for any single person-day or person-month.
7. Junior SAP Consultants and Senior SAP Consultants must have more than 3 years & 10 years respectively of experience in providing SAP support in their work area.
8. All consultants except BASIS and ABAP will be considered as Functional Consultants.

### III. Commercial Evaluation

- a. Total value be considered for Commercial Evaluation:

| S.No | Item Description   | Total Value | Total Value in words |
|------|--|-------------|----------------------|
| 1.   | Total Value for Commercial evaluation.<br>[Z= 80% of X+20 % Y] |             |                      |

*Note: This value (Z) will be used to arrive at lowest bidder for further evaluation as per terms of RFP*

### Authorized Signatories

(Name & Designation, seal of the company)

Date:

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

**10.9 Annexure 'I'**

[To be submitted along with Technical Bid]

**ECS MANDATE**

**FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF  
PAYMENT FROM NATIONAL HOUSING BANK  
(Please fill in the information in CAPITAL LETTERS)**

**1. Name of the vendor/supplier**

\_\_\_\_\_

**2. Address of the vendor/supplier**

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id \_\_\_\_\_

Phone / Mobile No. \_\_\_\_\_

Permanent Account Number (PAN) \_\_\_\_\_

Service Tax Registration No. \_\_\_\_\_

TIN No. \_\_\_\_\_

**3. Particulars of Bank Account**

A. Name of Account same as in the Bank \_\_\_\_\_

B. Name of the Bank \_\_\_\_\_

C. Name of the Branch \_\_\_\_\_

D. Address of the Branch with Tel No. \_\_\_\_\_

E. Account No. (appearing in Cheque book) \_\_\_\_\_

F. Account Type (SB, Current, etc.) \_\_\_\_\_

G. MICR No. \_\_\_\_\_

H. IFSC Code of the bank branch (to be obtained from the respective branch)

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

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I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

---

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the Bank

---

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

**10.10 Annexure 'J'**

**Letter of Competence Format**

[To be submitted along with Technical Bid]

[To be executed on a non judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. / .....

This is to certify that we **[Insert name of Bidder]**, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

10.11 Annexure-'K'

**FUNCTIONAL REQUIREMENT SPECIFICATION**

**1. FICO Module**

| <b>1.1 Phase I activities</b> |  |
|-------------------------------|--|
| <b>S.No</b>                   | <b>Requirement Specification for SAP (Functional)</b>  |
| 1.                            | CRAR computation through SAP System  |
| 2.                            | Automatic Financial Asset Classification & Provisioning in SAP   |
| 3.                            | Re-designing of Demand Advice in order to capture the Penal Interest and overdue Amount  |
| 4.                            | Interest calculation in case of delayed Loan repayment   |
| 5.                            | Automating SMA accounts Identification through SAP   |
| 6.                            | Accounting of SWAP transactions in SAP   |
| 7.                            | Statement of Structural liquidity, Interest rate sensitivity (along with statement of Net Interest Income), dynamic liquidity and short term dynamic liquidity to be corrected |
| 8.                            | ALCO statements to be corrected in SAP   |
| 9.                            | Full automation of ALM statements  |
| 10.                           | Calculation of Liquidity ratios through SAP  |
| 11.                           | Monitoring of limits on real time basis through SAP  |
| 12.                           | Customization of DFID Borrowings :<br>a. Inclusion in ZALCO<br>b. Mismatch of Outstanding B/L of external borrowings with GL B/L and Interest GL A/C                           |
| 13.                           | Borrowing w.r.t tax free bonds   |
| 14.                           | Interest payable issue on domestic borrowings  |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|     |  |
|-----|--|
| 15. | Correction of mismatch of figures between Treasury Reports & Trial B/L in the following:<br>a. Bonds with Put/Call Option<br>b. Bonds without Put/Call Option<br>c. RHF/ UHF |
| 16. | Maintain data required for statutory compliances   |
| 17. | Ability to have proper system of checks and balances in the system, clearly defined Maker checker relationships  |
| 18. | Duration Gap Analysis  |
| 19. | Asset Liability Statements   |
|     | <b>Reports</b>   |
| 1.  | Status of Loan against Deposit   |
| 2.  | Term Deposits under Lien   |
| 3.  | Term Deposit not under Lien  |
| 4.  | Status of CPs  |
| 5.  | Status of Borrowings through Certificate of Deposits   |
| 6.  | Status of Short Term loans from Banks  |
| 7.  | CBLO   |
| 8.  | Borrowing Limits   |
| 9.  | Cash flows during past period etc.   |
| 10. | Borrowing through RHF & UHF not reflected in SAP   |
| 11. | Interest on different borrowings not captured in SAP   |
| 12. | Statement of Overdue Amount in SAP   |
| 13. | Statement of NPA Accounts  |
| 14. | Statement of Special Mention Accounts (SMA)  |
| 15. | Asset Liability Reports  |
| 16. | Project Finance Department Yield Report  |
| 17. | Statement of Interest Income during a period - Accrued/Recovered   |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

| <b>1.2 Phase II Activities</b> |  |
|--------------------------------|--|
| <b>S.No</b>                    | <b>Requirement Specification for SAP (Functional)</b>  |
| 1.                             | SAP system must produce the following financial reports across multiple levels (e.g. whole organization, reporting units such as departments etc.) and for a user-defined period (for the month, year to date), but should not limited to: <ul style="list-style-type: none"><li>- Profit and loss account</li><li>- Analysis of Profit and Loss account</li><li>- Analysis of operating expenses</li><li>- Balance sheet</li><li>- Analysis of Balance Sheet</li><li>- Earning Per Share and Diluted Earnings per share</li><li>- Trial Balance</li><li>- Cash flow and Funds flow statement</li></ul> Notes to the financial accounts (account breakdowns) |
| 2.                             | Configuration of Fixed Asset Register  |
| 3.                             | Apportionment of prepaid expenses  |
| 4.                             | Depreciation schedule as per books and IT  |
| 5.                             | Income Tax Computation   |
| 6.                             | Bank account reconciliation for online payments  |
| 7.                             | Deduction of TDS on reimbursement bills  |
| 8.                             | Provision for Reverse charge Mechanism   |
| 9.                             | T-Bill income accrual  |
| 10.                            | Valuation of foreign deposits  |
| 11.                            | Valuation of forward covers  |
| 12.                            | Automation of CRILC data submission to RBI   |
| 13.                            | Process automation for data submission to Credit bureaus   |
| 14.                            | Modification & deletion of existing BP   |
| 15.                            | Automatic linking of contract with start and end date  |
| 16.                            | Merging of accounts of 2 or more PLIs  |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|     |  |
|-----|--|
| 17. | Single point system for resetting the PLR Linked loans |
| 18. | Automation of Demand advice in SAP                     |
|     | <b>Reports</b>   |
| 19. | Monthly Working results                                |
| 20. | Provision for Standard Assets/NPA                      |
| 21. | TDS Return   |
| 22. | Deposit under Residence furnishing Scheme              |
| 23. | ALM to RBI   |
| 24. | FIIS Return to RBI (A & L)                             |
| 25. | FIIS Return to RBI (S & D)                             |
| 26. | Exception reports for higher management                |
| 27. | Disbursement note and disbursement memo generation     |
| 28. | Date wise sanction details                             |

## 2. HR Module

| <b>Human Resources Department</b> |  |
|-----------------------------------|--|
| <b>S.No</b>                       | <b>Requirement Specification for SAP (Functional)</b>  |
| 1.                                | Upgradation of Existing EP from 7.0 to 7.4 with FIORI support (the portal must also be available on mobile platform android/iOS) |
| 2.                                | Defining organization hierarchy, organization structure (through EP)   |
| 3.                                | 'Drag and Drop' or alike feature for recording changes in the organizational structure (repositioning/redefining the structure)  |
| 4.                                | Loan Management in ESS/MSS   |
| 5.                                | Customization of Reimbursement Module in ESS/ MSS  |
| 6.                                | Travel Management & LFC Management in ESS/MSS  |
| 7.                                | Online Appraisal System in ESS/MSS   |
| 8.                                | Capturing Asset Liability for Employees in ESS/MSS   |
| 9.                                | Leave Management   |
|                                   | <b>Reports</b>   |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

|    |   |
|----|---|
| 1. | Reports of total organization hierarchy, organization structure |
| 2. | Customized Salary Slips with Tax details                        |

### 3. MM Module

| <b>Material Management</b> |  |
|----------------------------|--|
| <b>S.No</b>                | <b>Requirement Specification for SAP (Functional)</b>              |
| 1.                         | Purchase Requisition   |
| 2.                         | Request for Quotation (capturing information on tendering process) |
| 3.                         | Approval and Financial Sanction                                    |
| 4.                         | Purchase Order/Work Order Processing                               |
| 5.                         | Receipt of Goods/Services  |
| 6.                         | Material Planning, procurement                                     |
| 7.                         | Inventory Management   |
| 8.                         | Vendor Valuation   |
| 9.                         | Invoice Verification   |

### 4. New Requirements

| <b>New Requirements</b> |   |
|-------------------------|---|
| <b>S.No.</b>            | <b>Requirement Specification for SAP (Functional)</b> |
| 1.                      | SAP DMS Implementation                                |
| 2.                      | FIORI implementation                                  |

### 5. Future Requirements

| <b>Future Requirements</b> |   |
|----------------------------|---|
| <b>S.No</b>                | <b>Requirement Specification for SAP (Functional)</b> |
| 1.                         | IndAS rollout   |
| 2.                         | BASEL - III   |
| 3.                         | GST implementation                                    |
| 4.                         | IFRS  |
| 5.                         | SAP GRC Implementation                                |

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|    |   |
|----|---|
| 6. | SAP SRM Implementation  |
| 7. | SAP Bilingual   |
| 8. | Portal for Vendors Payments   |
| 9. | Portal of Loan Originating System for Primary Lending Institutions (PLIs) |

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.12 Annexure-'L'

#### TECHNICAL REQUIREMENT SPECIFICATION

| S.No | Requirement Specification for SAP (Technical)  |
|------|--|
| 1.   | SAP technical implementation, enhancement pack & HA for ECC  |
| 2.   | ERP should be Unicode Compliant  |
| 3.   | The ERP shall be able to import data from various formats (Text, Excel, CSV, XML etc.)   |
| 4.   | Ability to generate report output directly in Excel, PDF, text, XML, HTML or such other file types   |
| 5.   | The ERP Product to include data warehousing/ Business Intelligence tools   |
| 6.   | The ERP shall support peripheral integration with devices like mobile devices, tablets etc.  |
| 7.   | The ERP shall support bilingual (Hindi + English)  |
| 8.   | Ability to support role based access control   |
| 9.   | The ERP shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools/ technology   |
| 10.  | Reviewing of User/ Authorization Management, Role Management, GRC functionalities, Change Management, Segregation of Duties, Backup & DR Management, SAP Router configuration and other controls related to configuration in SAP |
| 11.  | Ability to maintain log of transactions  |
| 12.  | The ERP shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools/ technology   |
| 13.  | Schedule reports to run at periodic intervals  |
| 14.  | Send reports electronically to other users   |
| 15.  | Ability to view reports through web  |
| 16.  | Regular monitoring of SAP systems through a predefined checklist   |
| 17.  | Monitoring SAP market place for critical information /implementation   |

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|     |  |
|-----|--|
| 18. | DB Monitoring and Analysis   |
| 19. | CCMS Auto Alert Configuration  |
| 20. | DBA Planning Calendar & DBA cockpit configuration  |
| 21. | Daily SAP ERP data transfer to BI/ BW/BO   |
| 22. | Analysis and correction of ABAP-short dumps  |
| 23. | Monitoring SAP Database system performance and tuning  |
| 24. | Quality Server and Production Sandbox Server Refresh for a fixed period  |
| 25. | Maintenance ABAP based correction and transport system/transport Management system.                              |
| 26. | Implementation of SAP-Notes for SAP Basis as required maintaining the SAP Service Levels                         |
| 27. | Perform SAP database profile and parameter maintenance   |
| 28. | Administers all database objects, including tables, clusters, indexes, views, sequences, packages and procedures |
| 29. | Backup & Restore   |
| 30. | SAP Technical Upgrade whenever applicable  |
| 31. | SAP Change Management & Incident Management Configuration  |
| 32. | SAP Instance Management  |
| 33. | SAP Role Management and naming convention as per Industry standard   |
| 34. | User grouping and user naming convention   |
| 35. | Segregation of Duty (SOD) Matrix Design & configuration  |
| 36. | Client Management  |
| 37. | SAP Print Management   |
| 38. | SAP Notes Management   |

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

**10.13 Annexure 'M'**

**(Format of Bank Guarantee)**

(To be executed on a non- judicial stamp paper)

To

**National Housing Bank**

\_\_\_\_\_

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter referred to as "the Consultant", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract for \_\_\_\_\_ under the \_\_\_\_\_ ("the RFP") (hereinafter referred as "the Contract") on terms and conditions set out, inter-alia, in the Service Level Agreement dated \_\_\_\_\_ and the Consultant having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire "Contract" including the warranty obligations /liabilities under the contract Equivalent to \_\_\_\_% of the said value of the Contract if any, to NHB amounting to \_\_\_\_\_ (in words) in the form of a bank guarantee.

We, \_\_\_\_\_ (Name) \_\_\_\_\_(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) do hereby irrevocably guarantee and undertake to pay NHB merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the Consultant by reason of any breach by the said Consultant of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day / month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Consultant. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Consultant or any other course or remedy or security available to NHB and the Bank shall not

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB.

The Bank further agrees that the decision of NHB as to the failure on the part of the Consultant to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Consultant's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

Notwithstanding anything contained herein:

- (a) our liability under this bank guarantee shall not exceed \_\_\_\_\_ (in words);
- (b) this bank guarantee shall be valid up to \_\_\_\_\_; and
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

Note: Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

(Signature)  
Designation/Staff Code No.  
Bank's seal  
Attorney as per power of Attorney No. Dated

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 10.14 Annexure 'N'

#### (To be executed on a non-judicial stamp paper) Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "the **Agreement**") is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 201\_, between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3<sup>rd</sup> -5<sup>th</sup> floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "**NHB**", which expression shall include wherever the context so permits, its successors and permitted assigns); AND

\_\_\_\_\_, a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter called the "**Consultant**", which expression shall include wherever the context so permits, its successors and permitted assigns).

(Hereinafter NHB and the Consultant are collectively referred to as "the Parties" and individually as "the Party")

#### WHEREAS

- (A) NHB intends to hire the Consultant for \_\_\_\_\_, as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_ (date) (includes Corrigendum/Clarification issued) (hereinafter collectively referred to the "**RFP** (attached hereto as **Appendix- I**)).
- (B) The Consultant, after being selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Technical and Commercial Bids of the Bidders, has accepted/agreed to provide the services on the terms and conditions set forth in in the RFP, and the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ ("**LoA**") (attached hereto as **Appendix- II**) issued by NHB;
- (C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Consultant have agreed to enter into this definitive service level agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

#### 1. GENERAL PROVISIONS

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Deliverables" means and includes the major deliverables as specified in Clause \_\_\_\_\_ of the RFP.
- (d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- (g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as set out in Clause \_\_\_\_\_ of the RFP.
- (g) "Starting Date" means the date referred to in Clause-2.2 hereof;
- (h) "Third Party" means any person or entity other than NHB and the Consultant.

### **1.2 Principles of Interpretation**

In this Contract, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Contract shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Contract in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

### 1.3 Purpose

- 1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make
- \_\_\_\_\_.

#### 1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

#### 1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of \_\_\_\_\_ (“Term”) starting from the date of acceptance of the LoA by the Consultant unless the period is extended in accordance with this Agreement.

#### 1.3.4 Contract Price

The assignments to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

### 1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder.

### 1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank

### 1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

### 1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

**For NHB:**

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**For the Consultant:**

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

### 1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by Owner.

### 1.9 Authority of Consultant

The Consultant hereby authorize \_\_\_\_\_ to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation the receiving of instructions and payments from NHB.

### 1.10 Authorized Representatives

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Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) On behalf of NHB by \_\_\_\_\_ or his designated representative;
- (b) On behalf of the Consultant by \_\_\_\_\_ or his designated representative.

### **1.11 Taxes and Duties**

The Consultant and the personnel shall pay the taxes including service tax duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and NHB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Agreement will become effective for the date of signing by both the Parties. In case the Agreement is signed in different dates, the same will be effective from the date it is signed by the last Party.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA (the "Starting Date"), or on such date as the Parties may agree in writing.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

### **2.4 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **2.5 Modification**

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Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained. Pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### **2.6 Force Majeure**

#### **2.6.1 Definition**

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability at its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.6.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.6.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.6.5 Consultation**

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.7 Suspension**

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

## **2.8 Termination**

### **2.8.1 By NHB**

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;

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- (b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.8.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

### **2.8.3 Cessation of Services**

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **2.8.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses-2.8.1 hereof, NHB shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause-4 hereof for Services satisfactorily performed prior to the effective date of termination;

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- (b) Reimbursable expenditures pursuant to Clause-4 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel and their eligible dependents.

### **3.0 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

#### **3.2 Law Governing contract**

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

#### **3.3 Conflict of Interest**

The Consultant shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

#### **3.4 Consultant Not to Benefit from Commissions, Discounts etc.**

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

#### **3.5 Consultant and Affiliates not to be otherwise interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its affiliates shall be disqualified from providing goods, works or services

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.

### **3.6 Prohibition of Conflicting Activities**

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

### **3.7 Confidentiality**

The Consultant and the Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB.

### **3.8 Insurance to be taken out by the Consultant**

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

### **3.9 Liability of the Consultant**

The Consultant shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant and its Personnel; and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

### **3.10 Indemnification of NHB by the Consultant**

## **Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

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.

### **3.11 Limitation of Liability**

- (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.
- (ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the service Provider shall be actual.
- (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.

### **3.12 Consultant's Actions Requiring Owner's Prior Approval**

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

### **3.13 Reporting Obligations**

The Consultant shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

### **3.14 Documents prepared by the Consultant to be the Property of NHB:**

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All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

### **3.15 Consultant's Personnel**

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge and experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB on in respect of contributions relating to its personnel/employees engaged by the Consultant for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

### **3.16 Non-Compete**

The Consultant will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

### **3.17 Transfer of this Agreement:**

The Consultant will inform the Bank about any change in its ownership. The Consultant will ensure that the NHB's interest will be protected with utmost care.

## **4.0 OBLIGATIONS OF NHB**

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### **4.1 Support:**

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Consultant for carrying out the assignment under the Contract.

### **4.2 Payment Terms**

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

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.

### **4.3 Non-Solicitation:**

NHB agrees not to make an offer for employment to any personnel provided/ deployed by the Consultant under this Agreement, and, not to accept an application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

## **5.0 FAIRNESS AND GOOD FAITH**

### **5.1 Good Faith**

The Parties undertake to act in good faith respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

### **5.2 Operation of the contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the Term of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-7 hereof.

### **5.3 Severability:**

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Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

**6.0 JURISDICTION AND APPLICABLE LAW**

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Delhi.

**7.0 SETTLEMENT OF DISPUTES**

All disputes and/or differences, which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably. If, however, the parties are not able to solve them amicably without undue delay, the same shall be settled by arbitration in accordance with the rules & procedures under the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time). The place of the arbitration shall be at New Delhi. The arbitration tribunal shall consist of sole i.e. 1(one) arbitrator appointed by the Executive Director (in charge of the \_\_\_\_\_ Department of NHB,). The arbitrator shall be appointed within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a Party to the other. The award of arbitrator made in pursuance thereof shall be final and binding on the parties. All costs of the arbitration shall be borne equally by the Parties.

Notwithstanding, it is agreed that the Consultant shall continue work for the assignment under this Agreement during the arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]**

By \_\_\_\_\_

Authorized Representative

**FOR AND ON BEHALF OF**

By \_\_\_\_\_

Authorized Representative

Place:

Date:

**10.15 Annexure 'O'**

**CONFIDENTIALITY -CUM- NON DISCLOSURE AGREEMENT  
(To be executed on a non- judicial stamp paper)**

This Confidentiality -cum-Non Disclosure Agreement is entered into at New Delhi on this .....day .....of \_\_\_\_\_, 201\_\_, between;

\_\_\_\_\_, a limited liability partnership firm incorporated \_\_\_\_\_, having its Registered Office at .....  
(hereinafter called "the Consultant"); and

the National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5<sup>th</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB")

The Consultant & NHB would be having discussions and negotiations concerning \_\_\_\_\_ ("Purpose") between them as per the Service Level Agreement dated ..... (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information ( as defined below) is referred to as "the **Disclosing Party**" & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party**", and will include its affiliates & subsidiaries

Now this Agreement witnesseth:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the forgoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral

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,visual or written disclosure and the names of the employees or officers of the Recipient/Receiving party to whom such disclosure was made.

### 2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights under this Agreement.
- b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.
- c) Confidential information does not include information which:
  - (i) is publicly available at the time of its disclosure; or
  - (ii) becomes publicly available following disclosure; or
  - (iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
  - (iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
  - (v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
  - (vi) is disclosed with the prior consent of the disclosing party.

### 3. Non -Disclosure of Proprietary Information: For the period during the agreement or its renewal, the Recipient/Receiving Party will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

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- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance and
  - c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3<sup>rd</sup> party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;
  - b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;
  - c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.
  - d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or
  - e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.
5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement ( and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

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6. **Communications** :Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

\_\_\_\_\_ NATIONAL HOUSING BANK

**(Consultant)**

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of \_\_\_\_\_ years from the termination of the SLA.
8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available to the parties under law.
9. This Agreement shall be governed and construed in accordance with the laws of India and shall be under the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall be referred to the arbitration as per clause \_\_\_\_\_ of the SLA.

**10. Miscellaneous**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon & ensure to the benefit of the parties hereto and it includes their respective successors & assigns
- c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties have to have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

**Request for Proposal: Support of SAP ERP Functional Modules: National Housing Bank**

**FOR \_\_\_\_\_**

**FOR NATIONAL HOUSING BANK**

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

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### 10.16 Annexure 'P'

#### Pre Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/ pre-contract Agreement (hereinafter called "**this Integrity Pact**") is made on \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms \_\_\_\_\_, (Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

*(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")*

**WHEREAS** NHB proposes to procure \_\_\_\_\_ (name of the items/services) as mentioned in the RFP No. \_\_\_\_\_ ("RFP") and the Bidder is willing to offer/has offered \_\_\_\_\_ (name of the items/services) as desired by NHB in terms of the RFP;

**WHEREAS** the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

**WHEREAS** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) enabling NHB to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**AND WHEREAS** the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS

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FOLLOWS:

### **1. Commitments of NHB**

- 1.1** NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2** NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

### **3. Commitments of Bidders**

- 3.1** Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.
- 3.2** The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.
- 3.3** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - (a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB,

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- connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
- (b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - (c)\* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
  - (d)\* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
  - (e)\* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
  - (f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - (g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
  - (h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - (i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
  - (j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - (k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - (l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

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The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.
- (n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

**3.4** The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.
- (b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.
- (c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
  - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

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- (ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
- (iii) **Relationship with NHB’s staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

### 4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder’s exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

### 5. Accountability

- 5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

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**5.2** The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

### **6. Personal Liability**

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

### **7. Transparency and Competitiveness**

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

### **8. Co-operation in the Processes:**

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

### **9. Sanctions for Violations**

**9.1** Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
- (ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the

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Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.
- (vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.
- (viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

**9.2** NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**9.3** The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

### **10. Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

### **11. Disqualification & Forfeiture of EMD/PBG etc**

The Bidder(s) agree(s) that:

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- (a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- (b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- (c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of Performance Bank Guarantee (PBG).
- (a) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

### **12. Independent Monitors:**

- 12.1** NHB has appointed independent external monitor (hereinafter referred to as “the Monitors”) for this Integrity Pact in conciliation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 12.2** The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 12.3** The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 12.4** Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.
- 12.5** As soon as the Monitor notices, or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB.
- 12.6** The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.
- 12.7** NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.
- 12.8** The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**13. Facilitation of Investigation:**

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**14. Law and Place of Jurisdiction:**

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts t New Delhi.

**15. Other Legal Action:**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

**16. Validity:**

**16.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.

**16.2** Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact at \_\_\_\_\_ on the day, month and year mentioned herein above.

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| <p><b>For National Housing Bank</b></p> <p><b>(Authorised Signatory)</b></p> <p><u>Witness</u></p> <p>1. _____<br/>_____<br/>_____</p> <p><b>(Name &amp; Address)</b></p> <p>2. _____<br/>_____<br/>_____</p> <p><b>(Name &amp; Address)</b></p> | <p><b>For Bidder</b></p> <p><b>(Authorised Signatory)</b></p> <p><u>Witness</u></p> <p>1. _____<br/>_____<br/>_____</p> <p><b>(Name &amp; Address)</b></p> <p>2. _____<br/>_____<br/>_____</p> <p><b>(Name &amp; Address)</b></p> |
|--|---|

*(\* provisions of these clauses would need to be amended /deleted in line with the policy of NHB in regard to involvement of Indian agents of foreign suppliers.)*