



RFP Reference No.: HO/ITD/DAK/2024/00233 dated September 03, 2024

**Request for Proposal (RFP) for
Selection of Service Provider for SAP Support Services
at National Housing Bank**

The replies to the pre-bid queries received from the prospective bidders for the Pre-Bid Meeting held on September 10, 2024, are placed herewith.

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S No	Query	NHB Reply to potential bidder
1	How long the SAP Systems are on BAU (business as usual) i.e. when did it go-live? Who implemented it?	2005
2	Please let us know who is incumbent for AMS ? Any pain points on which NHB expects the new partner to help with?	M/s TCS, Nil
3	Please share details on the number of interfaces across the landscape (SAP and Non-SAP). Please provide us Integration architecture.	Please refer the RFP.
4	As mentioned in RFP, "The employee portal provides employees to view the salary, reimbursements, leaves & tour details etc. However, the same has been replaced with Oracle PeopleSoft." What should be the scope of support, Is it only SAP EP or even support for Oracle PeopleSoft. is required?	Support for Oracle PeopleSoft is not required.
5	The number of user license provided is 150. Are we referring to 150 FUEs or 150 SAP transactional users?	150 SAP transactional users
6	Is there any specific support engagement model that NHB is considering, eg; Managed Services, Staff Augmentation, Fixed Capacity, etc.?	Managed Services
7	What level of support is expected from partner? e.g. L1 (Help Desk), L2 (Resolution of Incidents, Service Requests, Problem Management tickets) and L3 (Change Requests, Minor Upgrades)?	Please refer to the terms of the RFP.
8	For on-site support on need basis(for BASIS offsite), Please specify what is the fixed number of onsite days and what could be the number of days of additional deployment?	Please refer to the terms of the RFP.
9	We assume change request will be dealt separately on commercial basis on agreed rate card with mutually agreed effort. Please confirm.	Please refer to the terms of the RFP.
10	How does NHB define Change Request(In terms of effort)? For e.g. Effort involving more than 20 Man-hours of effort is defined as change request.	Will be shared with successful bidder
11	Is there any ticket management tool being used? If yes, please specify the tool.	Will be shared with successful bidder
12	Please provide us Ticket Volume (Monthly summary for 1 year) with Priority for all implemented SAP Modules (Segregation of Service Requests, Incidents and Problem tickets) and number of Change Request details for past 1 to 2 years with complexity classification?	Will be shared with successful bidder
13	Please share details on the RICEF objects and Workflow details, % of Customizations if possible	Will be shared with successful bidder
14	As per RFP, SLA will be measured on the basis of System Uptime (availability of system). We assume this is the only SLA that will considered for the purpose of this contract.	Please refer to the terms of the RFP.
15	As mentioned in RFP, "It is the responsibility of successful bidder to carry out technical implementation of entire existing SAP Landscape from existing configuration i.e. SQL Server 2016 to SQL Server 2022 or compatible version." When is this migration expected? We assume this requirement will be treated as a separate project. Please confirm.	Such upgradations are the part of scope of work defined in the RFP.
16	What is the current SAP Release Management frequency and process related details?	As per OEM

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S No	Query	NHB Reply to potential bidder
17	What is the expectation for time taken and frequency of SAP System maintenance?	As and when required
18	Please provide any SAP Basis related challenges and please provide expectation from the new partner. Please provide the details on SAP Basis monitoring activities.	Will be shared with successful bidder
19	Please specify the scope of training.	For new functionality/ customisation/ developement carried out by the vendor
20	Any challenges related to Reporting, Month end, Quarter ends etc?	No
21	We assume Infrastructure support is out of the scope.	Yes, but coordination and regular monitoring is the responsibility of the vendor for maintaining SLA.
22	Are there any in-flight projects to be taken over?	Will be shared with successful bidder
23	<p>For the requirement of credentials "Bidder should have relevant experience in SAP support of FICO and CML/CFM (now called as FSCM-TRM) modules of at least 2 continuous years in the last 5 years wherein he should have provided SAP Support services as mentioned in this RFP in a Central/State Government / Public Sector Undertaking / Public Sector Banks/ Corporate (having annual turnover of over Rs. 500 crores during last 3 years) / Financial Institutions / Regulatory or Supervisory Bodies for Financial Sector in India. " .</p> <p>We need this changed to "Bidder should have relevant experience in SAP support of FICO modules of at least 2 continuous years in the last 5 years wherein he should have provided SAP Support services as mentioned in this RFP in a Central/State Government / Public Sector Undertaking / Public Sector Banks/ Corporate (having annual turnover of over Rs. 500 crores during last 3 years) / Financial Institutions / Regulatory or Supervisory Bodies for Financial Sector in India. "</p>	Please refer to the terms of the RFP.

Pre – Bid Queries from Tata Consultancy Services
Request for Proposal (RFP) for Selection of Service Provider for SAP Support Services at National Housing Bank
RFP Reference No.: HO/ITD/DAK/2024/00233 Date 09.09.2024

S.No	Bidding Document Reference(s) (Section number/ page)	Relevant Clause of the RFP	Query	NHB Reply to potential bidder
1	Pg 38 and Pg 39	Annexure III (We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids). and Annexure IV	Annexure III is contradictory to Annexure IV which allows deviations to be submitted. Bidder requests to kindly amend Annexure III which mentions that any deviation may result in disqualification of Bids.	Corrigendum is being issued
2	Pg 26	Technical bid marks distribution , Point no 5 Vendor Certified as SAP Partner	For Vendor Certification as SAP Partner, in addition to Silver/Gold/Platinum, please change Global Strategic Services Partner as a certification to Global Partner – Services and assign 20 marks for the same. Pls note : Global Partner - Services is the highest level of partnership SAP offers for Vendor Certification as SAP Partner, in addition to Silver/Gold/Platinum, please change Global Strategic Services Partner as a certification to Global Partner – Services and assign 20 marks for the same.	Corrigendum is being issued
3	8.15 Period of Validity of Bids (page no 17)	Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of opening of financial bids. The validity of the financial bid may be extended to further 3 months on mutual consent.	Request NHB to change this to 6 months from Bid End Date/ Last Date of Submission of Bid as this is contradictory to GeM portal notification, moreover since date of Financial Bid opening is not mentioning in RFP thus it means indefinite validity.	Kindly be guided by the clause mentioned in the RFP. Prices and other terms offered by Bidders must be valid for an acceptance period of 6 months from the date of opening of financial bids. The validity of the financial bid may be extended to further 3 months on mutual consent.
4	8.16 Format and Signing of Bids (Page 17)	*The Original Bids 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 put their initials on all pages of the Bids, except for un-amended printed literature.	Request NHB to change this to Digital Signature instead of initials on all pages as this going to be online submission.	Not applicable. Refer to the relevant clause in RFP.
5	11.12 General Terms and Conditions (Page 20)	1. The Financial 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.	Request NHB to change this to Digital Signature instead of initials on all pages as this going to be online submission.	Not applicable. Refer to the relevant clause in RFP.
6	9. Technical Bids (Marks Distribution), Pg -25 Point 2	Number of Clients (with respect to providing SAP support of FICO and CML/CFM (now called as FSCM-TRM) modules). (Only currently valid contracts (upto last 5 years) considered for points award) (Copy of Purchase order or Contract to be attached) • For less than 3 [<3] Govt. Sector / PSU/PSBs/FIs/Corporate* in India - 20 • For 3 to 5 [≥ 3 and ≤ 5] Govt. Sector / PSU / PSBs/Banks/FIs/Corporate* in India - 25 • For more than 5 [>5] in Govt. Sector / PSU/PSBs/FIs/Corporate* in India -30	We understand that the bidder has to provide proof of SAP support in any of the modules from FICO/CFM/ CML (FSCM-TRM). Kindly confirm.	Refer to the relevant clause in RFP. Number of Clients (with respect to providing SAP support of FICO and CML/CFM (now called as FSCM-TRM) modules) are to be provided.
7	Technical bid marks distribution point no 3. pg 26	3. Experience of SAP Modules • FICO and CML/CFM* - 20 marks • FICO and CML and CFM* - 25 marks (* now called as FSCM-TRM)	Bidder requests to kindly advise what kind of support document is required for this?	Refer to the relevant clause in RFP.
8	5. Scope of Work Pg 7 Point no 5	5. For on-site support on need basis, the successful bidder must depute their consultants onsite at Bank's specified location (at Delhi office) within 21 days of placing the request. This requirement (if any) is in addition to fix number of days of on-site support (as mentioned in clause (4) above) to be provided by the selected bidder. If consultants are not deployed within specified time frame, penalty will be charged as 1% of the applicable rate for on-site support for per day delay in deputing support staff at the Bank and maximum up to 10% for each request. In any occurrence, if the delay exceeds five days, Bank may cancel the contract/order. If the delay in on-site maintenance support exceeds 12 different occurrences in a year, then also contract / Order may be cancelled by the Bank, by giving 30 days advance notice.	SAP being a high demand skillset, Bidder requests to increase the lead time from 21 days to 42 days.	Not considered. Please refer to the terms of the RFP.
9	5. Scope of Work Pg 9 Point no 14	14. 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.	Bidder understands GRC functionality is limited to roles and authorisation. Kindly confirm.	Not considered. Please refer to the terms of the RFP.
10	5. Scope of Work Pg 9 Point no 19	19. The successful bidder will be responsible for carrying out customisation/new module implementation/developments/parametrisation etc in SAP system based on Bank's requirements as per terms of this RFP.	Bidder requests to consider this requirement as a new requirement under CR at extra cost, as additional resources may be required for carrying out such new/additional requirements.	Not considered. Please refer to the terms of the RFP.
11	5. Scope of Work Pg 9 Point no 20	20. The successful bidder will be responsible for carrying out ERP upgradation (minor/major) as when OEM releases the upgrades within period of contract.	Bidder requests to consider this requirement as a new requirement under CR at extra cost as Upgrade may be a complex activity based on type of upgrade required.	Not considered. Please refer to the terms of the RFP.
12	6. Service Level and Penalty clause Pg 30 Point no 11.17	Service Level and Penalty clause	The RFP stipulates resource requirement only for 4 SAP resources with specific skills. These resources shall be handling support activities under the governance of NHB Project Manager. Hence, the SLA cannot be a total responsibility of bidder. Bidder requests NHB to remove penalty on SLA.	Not considered. Please refer to the terms of the RFP.
13	8.13. Implementation Schedule pg	8.13 Project Schedule The selected vendor will be required to report at the NHB Head Office for commencement of the support services within 15 days of placement of work order.	Bidder requests to increase the lead time to 42 days from work order.	Not considered. Please refer to the terms of the RFP.

Pre – Bid Queries from Tata Consultancy Services
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RFP Reference No.: HO/ITD/DAK/2024/00233 Date 09.09.2024

S.No	Bidding Document Reference(s) (Section number/page)	Relevant Clause of the RFP	Query	NHB Reply to potential bidder
14	I. Support Cost Pg-47 Point a Offsite support table	Offsite support means estimated 160 days of offsite consultancy support during a year	Considering the basis support activities defined in RFP, bidder suggests to have atleast one Basis resource at offsite. Accordingly, bidder request to remove partial offsite Basis resource required for 160 days. .	Not considered. Please refer to the terms of the RFP.
15	5. Scope of Work Pg 10 Point no 31	31) The successful bidder will provide requisite support to carry out the quarterly DR Drill in coordination with the Bank without any additional cost for SAP applications.	In case the DR drill is carried out during the weekend/Holiday, bidder requests to consider these person days efforts for additional billing. Alternatively, compensatory off to the resources should be considered.	Not considered. Please refer to the terms of the RFP.
16	5 Scope of Work Pg 7 Point of Scope of work	1. This scope of work includes support activities of the following modules implemented in NHB. • FICO • CFM (Now called as FSCM-TRM) • CML • EP	EP consultant will be on brought as on need basis and will be charged extra. The same shall be treated as resource on need basis with requested 42 days lead time to deploy. Bidder request confirmation on the same.	Accepted
17	5 Scope of @ork Pg 10 Point 33 and 34	33 & 34. The vendor team has to work late after working hours and attend issues on holidays in case of S1 severity levels issues. 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.	For S1 support during the weekend/Holiday, bidder requests to consider compensatory off to the resources.	Not considered. Please refer to the terms of the RFP.
18	Penalty for non-availability of deployed onsite support Pg 32	A maximum of 12 leaves per year (3 per Qtr. on Pro-rata) shall be allowed for resource deployed. In case the resource needs to take off/leave from the duty, he/she has to take due approval from department authorities. In case the total number of leaves exceed the maximum allowed leaves, or the resource takes leave without prior approval from department authorities, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following 1 Onsite Support Personnel Man-day cost of personnel as per quoted commercials per day absence. Vendor will ensure that alternate resource arrangement is provisioned in the absence of deployed resource under intimation to NHB. Applicable penalty will be enforced as above in case the resource is not deployed in absence of primary resource	Bidder request to follow bidder Leave policy to be followed by associates.	Not considered. Please refer to the terms of the RFP.
19	5. Scope of Work Pg 08, pt 8	8. 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	Bidder requests that the change management process should be followed using some tracking tool or ticket mechanism, kindly help with the details on the change management tracking tool/ ticketing mechanism.	Manage Engine is used by NHB
20	5. Scope of Work Pg 09	24. 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 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.	a) Considering the basis support activities defined in RFP, bidder suggests to have atleast one Basis resource at offsite. Accordingly, bidder request to remove partial offsite Basis resource required for 160 day. b) Also, DBA and OS Administration activities can not be in BASIS scope. Bidder requests to change the scope accordingly.	DB Administration is part of the scope of BASIS.
21	5 Scope of work Pg 10	26. The successful bidder shall interact with other product vendors / support vendors for system related issues in co-ordination with NHB.	Bidder understands that SAP system is made mandatory to interlink with PeopleSoft and other applications used by customer provided from other vendors, feasibility of the same should be analyzed on case to case basis before providing confirmation. Also, currently around 6-7 different product/applications are dependent on SAP for data consumption while SAP is independent of any other. Hope bidder understanding is correct and the same shall be analysed case to case basis.	Yes, the same is part of the scope of work
22	Page 15/8.12/1	(d) Any request for exemption from EMD will not be entertained.	As per GeM GTC page 19 point v "Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s)" Bidder with turnover of more than 500Cr is exempted from EMD submission and that cannot be overridden by buyer as mentioned in GeM notification page 5 Disclaimer "2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC." . Kindly check and amend the clause accordingly in this RFP.	Corrigendum is being issued
23	General	General	Request to please extend the bid submission date by 2-3 weeks from date of publishing of query responses.	No
24	Page 37, Bidder Experience Details	Point 4: Service Parameters	Kindly advise what are the details needed for Service parameters.	Refer to the relevant clause in RFP.
25	11.22 Liquidity Damages (Page no 33)	If the Vendor fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB or abandons the project/contract without completing the same as per the agreed terms, NHB reserves the right to recover damages at 10 percent of the contract value as and by way of liquidated damages, but not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 11.15.	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Not considered. Please refer to the terms of the RFP.

Pre – Bid Queries from Tata Consultancy Services
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S.No	Bidding Document Reference(s) (Section number/page)	Relevant Clause of the RFP	Query	NHB Reply to potential bidder
26	5 Scope of work (Page no 7)	5. For on-site support on need basis, the successful bidder must depute their consultants onsite at Bank's specified location (at Delhi office) within 21 days of placing the request. This requirement (if any) is in addition to fix number of days of on-site support (as mentioned in clause (4) above) to be provided by the selected bidder. If consultants are not deployed within specified time frame, penalty will be charged as 1% of the applicable rate for on-site support for per day delay in deputing support staff at the Bank and maximum up to 10% for each request. In any occurrence, if the delay exceeds five days, Bank may cancel the contract/order. If the delay in on-site maintenance support exceeds 12 different occurrences in a year, then also contract / Order may be cancelled by the Bank, by giving 30 days advance notice.	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Not considered. Please refer to the terms of the RFP.
27	11.17. Penalty (page 32)	Penalty will be charged as 1% of the total contract rate per year for each 1% decrease in the SAP Application 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. The penalty shall be applicable only if the failure is solely, entirely and directly attributable to the Bidder and not due to reasons attributable to NHB and/or its other vendors or due to reasons of Force Majeure. A maximum of 12 leaves per year (3 per Qtr. on Pro-rata) shall be	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Not considered. Please refer to the terms of the RFP.
28	11.17. Penalty (page 32)	A maximum of 12 leaves per year (3 per Qtr. on Pro-rata) shall be allowed for resource deployed. In case the resource needs to take off/leave from the duty, he/she has to take due approval from department authorities. In case the total number of leaves exceed the maximum allowed leaves, or the resource takes leave without prior approval from department authorities, payment shall not be made for the period of unavailability and additional penalty shall be levied	Bidder requests that the LD & all Penalties taking together under this RFP should be capped at 5% of the Total Contract Value.	Not considered. Please refer to the terms of the RFP.
29.	8.37 Intellectual Property Rights, p 21	The Bidder warrants that in the event of its selection as the Vendor: (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. (b) It further 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. (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the 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 the 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,	The Bidder warrants that in the event of its selection as the Vendor: - (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever, to the best of their knowledge. (b) It further 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, to the best of their knowledge. (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the 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 the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment subject to the determination of infringement by final decision of the courts or a judicial or extrajudicial settlement. 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 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. Bidder shall have no obligations with respect to any Infringement Claims to the extent	Not considered. Please refer to the terms of the RFP.
30	Clause 5: Scope of Work, p10	28. 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.	28. Bug fixes 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. BUYER will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and	Not considered. Please refer to the terms of the RFP.
31.	Section 2.7 Suspension, p 67	NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor 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 Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.	NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor 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 Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension. (iii) the failure is solely, entirely and directly attributable to the Vendor and not due to reasons attributable to NHB and/or its other vendors or due to reasons of Force Majeure.	Not considered. Please refer to the terms of the RFP.
32.	Clause 2.8.1	NHB may by not less than thirty (30) calendar days written notice of	NHB may by not less than thirty (30) calendar days written notice of	Not considered. Please refer to the terms of the RFP.

Pre – Bid Queries from Tata Consultancy Services
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RFP Reference No.: HO/ITD/DAK/2024/00233 Date 09.09.2024

S.No	Bidding Document Reference(s) (Section number /page)	Relevant Clause of the RFP	Query	NHB Reply to potential bidder
	Termination	termination to the Vendor, (except in the event listed in paragraph (g) 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 Vendor 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	termination to the Vendor, (except in the event listed in paragraph (g) 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 Vendor 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	RFP.
33	2.6 Force Majeure, p 66	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 cause 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)	The term "Force Majeure" as employed herein shall mean acts of God, acts of the Purchaser in its sovereign capacity, War or revolutions, Civil Riots, Fire, Flood, epidemics, quarantine restrictions, accident, labour trouble freight embargoes 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 14 days of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, either Party shall have the option of cancelling this Contract in whole or part at its discretion its part. However, Bidder shall be without any liability on entitled to receive	Not considered. Please refer to the terms of the RFP.
34	Clause 3.7 Confidentiality , p70	The Vendor and its 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.	The Vendor and its Personnel shall not, either during the term or for a period of 2 years after the expiration or termination 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.	Not considered. Please refer to the terms of the RFP.
35	Clause 3.9 Liability of the Vendor, p70	The Vendor 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 Vendor in such performance, subject to the following limitations: (a) The Vendor shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Vendor and its Personnel; and (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Vendor had no control.	The Vendor shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any direct loss suffered by NHB as a result of a default of the Vendor in such performance, subject to the following limitations: (a) The Vendor shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Vendor and its Personnel; and (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Vendor had no control.	Not considered. Please refer to the terms of the RFP.
36	Clause 3.10 of SLA: Indemnification of NHB by the Vendor, p58-59	The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA, which pertains to confidential information of third parties/	The Vendor 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, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;	Not considered. Please refer to the terms of the RFP.
37	Clause 3.11: Limitation of Liability, p71	(i) The Vendor's aggregate liability, in connection with the 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 of the total contract value. (ii) The Vendor'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 Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages. (iv) Under no circumstances, the Vendor shall be liable to NHB for any indirect and remote damages, save and except the claims related to IPR infringement and breach of confidentiality obligations pertaining to the constituents of NHB.	(i) The Vendor's aggregate liability, in connection with the 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 the total contract value, provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement (ii) The Vendor'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 Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages. (iv) Under no circumstances, the Vendor shall be liable to NHB for any indirect and remote damages, save and except the claims related to IPR infringement and breach of confidentiality obligations pertaining to the constituents of NHB.	Not considered. Please refer to the terms of the RFP.