

## Corrigendum

With reference to the Expression of Interest No. **2023\_NHDCL\_761638\_1** dated **13/07/2023**, the changes are as below:

1	Redundancy Clause	<p>The entire infrastructure for the solution should be organised and managed by the successful bidder acting as the Single Point of Contact for end-to-end responsibility and accountability towards NHDC.</p> <p>The bidder must provide cloud provisioning for the application and data base storage with complete redundancy at the main site, with fall back at the DR site to meet the committed SLAs. The commercials as quoted must cater for this requirement with confirmation of this clause. The CSP that the successful bidder chooses to host the entire solution must be an in-country (with complete cloud infrastructure within India) MeitY-empanelled CSP.</p>
2	Exit Management	<p>The essentials for smooth and hitless exit management at the end of project duration are as follows:</p> <ol style="list-style-type: none"><li>1. Successful Bidder shall provide NHDC with a proper "Exit Management Plan" before 120 days of project ending date.<ol style="list-style-type: none"><li>1.1 Exit Management Plan will contain complete roadmap of the detailed plan to handover the current project to the new vendor/department, as authorised by NHDC in writing, such that the functioning of the solution along with all the modules continues in a smooth and uninterrupted manner.</li><li>1.2 Successful Bidder will transfer complete project along with entire source code and database to the new vendor / department as authorised by NHDC in writing.</li></ol></li><li>2. This exit management plan will come into operation in the last 90 days prior to the project end date as per work order (original / extension) as issued by NHDC to the bidder.</li><li>3. The 10% BG of the outgoing bidder will be released by NHDC on successful completion of the exit management.</li><li>4. In case of termination of the contract during roll out/ maintenance phase for any reason/s, the outgoing bidder needs to handover the complete source code and database to NHDC or its authorised vendor, during the notice period.</li></ol>
3	Non-proprietary	<p>The solution proposed should be non-proprietary and an open-source solution.</p>

4	Copyright and Source-Code	The successful bidder will hand over the copyright, if any and the complete source-code of software to NHDC during the exit management phase so that NHDC, if required, can copy, distribute and modify the software.
5	Termination Clause	<p><b>Termination of Contract</b></p> <p>1. NHDC may terminate the contract awarded to the bidder in below mentioned scenarios:</p> <p>1.1 If the selected bidder fails to successfully deliver the project as per conditions of this EOI/RFP.</p> <p>1.2 If the bidder becomes bankrupt or insolvent or is referred to NCLT.</p> <p>1.3 If the bidder fails to comply with various parameters or sections of this EOI/RFP.</p> <p>2. In all these cases proper opportunity as per laid down norms will be given to the successful bidder by NHDC for necessary improvements and if the bidder fails to improve the performance and compliance to RFP, then the contract will be terminated. Decision of NHDC in this regard will be considered final and will be binding to the bidder.</p>
6	SLA and Penalties for violation of Application Uptime	<p><b>SLA and Penalties for violation of Application Availability</b></p> <p>1. If the application is reported to be non-functional or non-accessible or identified with some bug/problem, NHDC would report the same to the successful bidder through telephone/e-mail/WhatsApp or any other means of acceptable communication.</p> <p>2. The percentage uptime will be measured for total operational hours on yearly basis during support &amp; maintenance period of 60 months and penalties will be levied yearly in accordance with the downtime recorded. Penalty will be levied &amp; calculated as per the below slabs if the total uptime on yearly basis is:</p> <p>99.00% or Better= NIL</p> <p>98.50% to 98.99%=0.25% of the total project cost</p> <p>98.00 to 98.49% = 0.50% of the total project cost</p> <p>95.00 to 97.99% = 0.75% of the total project cost</p> <p>Less than 95% = 1.00% of the total project cost</p> <p>Less than 95% in two successive yearly periods will attract termination clause</p> <p>3. The upper limit of penalty during the project tenure will not exceed 5% of the total project cost. But an occasion to breach this limit will call for operation of Termination clause.</p> <p>4. Planned Down-time (during non-working hours) and down time for reasons not attributable to the scope of the bidder, will not be considered for penalty calculation. Bidder will have to take at least 3 days prior permission from NHDC for the planned down-time.</p> <p>5. During the maintenance phase, the downtime reconciliation statement will be made and jointly signed by the 7<sup>th</sup> day of every month for the past month, by the authorised representatives of NHDC and the bidder. This will be used for arriving at the yearly SLA calculation and penalties applicable, if any.</p>
7	Page # 32	At least 2 references of similar or bigger size as NHDC, who can be contacted for a detailed reference check. These two references should be

		of cases where the implementation has been completed, within the last 4 years from the date of the Opening of the Bid.
8	Date of Submission	<b>18/09/2023 03.00 PM</b>
9	2.10 Instruction of bid Submission Page # 30	EMD/Bid security is Rs. 10 Lacs
10	Bank Guarantee	Only e-BG (Electronic Bank Guarantee) is allowed to submit; Bank details is already given.
11	Bid Format	Enclosed
12	Annexure C Page# 84/85	Will be provided during implementation
13	Annexure E & F Page# 88	Will be provided during implementation

## Financial Bid

### Design, Implementation and Support of a Cloud based ERP System for NHDC

Sr.	Description	(A) Total cost (Excluding Taxes)	(B) GST in Percentage*	(C) GST Amount	(D) Total Amount with Tax
1	Design, Customization, Testing, Integration, Training, Implementation and Go-live of Cloud based ERP System along with its hosting and support during three months Stabilization Period and 60 months thereafter, as per the scope of work defined in the EOI				
2	Fixed Annual Maintenance Charge @ 4% of the total cost quoted (in Column A corresponding to Line Item #1) will be paid on satisfactory completion of each year (12 months) during maintenance period of 5 years (60 months) beyond stabilization period, with GST extra at actuals at the time of payment.**				
3	<b>Total</b>				

- 1 Total of amount in column D of row 3 will be considered for bid evaluation purposes.
- 2 \* As applicable on date
- 3 \*\* In column (A) of row 2, bidder to quote the total AMC cost for 5 years, @4% for each year of column (A) of row 1