

GIC Housing Finance Limited. Mumbai

Corrigendum

Reference to the Request for Proposal (RFP) –GICHF: 2018-19/04- for Appointment of Management Consultants for Business Transformation Program-2018

Subsequent to the notification of RFP and the Pre- Bid meeting held on 7th June2018 the following modifications are being made in the draft RFP

1. The scheduled dates for receipt and opening of bids stands revised as below-

Last date and time for receipt of Bidding Documents	Till 3 P.M, on 27 th June 2018
Date and Time of Technical Bid Opening	5 P M, on 27 th June 2018

2. **Clause 3. (b)- Eligibility of bidders- Sl. No. 2** stands amended as
“The bidder should have undertaken at least three programs in Public Sector BANKS/ Private Sector Banks with assets of more than Rs 50000 Cr. / Housing Finance Company / NBFC with assets of more than Rs. 10000 Cr. on long term basis (6months or above) in the areas of long term business transformation.”
3. **Clause 1.21 Proposal of ownership** – following addition will be made to this clause-
“The Consultants’ work for GICHFL is confidential and for the GICHFL’s internal use only. The Consultant will not disclose the deliverables to any third parties without prior permission from GICHFL. Similarly, GICHFL agrees that it will not disclose any materials or information that the Consultant furnishes to GICHFL, including the deliverables, to any third parties for commercial considerations without the Consultant prior written permission. Each party further agrees not to use the other party’s name in any communication with any third party without the other party’s prior written permission. In performing the Services, the Consultant will use and rely primarily on information available from public sources and the Confidential Information about the Company provided by GICHFL, and GICHFL acknowledges that it is authorized to provide the Consultant with such Confidential Information about the Company for its use in connection with the agreed Services and the Consultant will have no obligation to independently verify such information
4. **Annexure II- Item No. 8** – Details of reference site may be read as Details of client’s site where similar projects have been undertaken.
5. **Annexure- Resolution Matrix-**
Continuous efforts on 24X7 basis stands amended to Continuous efforts to be made in resolving the issues within reasonable time.

6. **SLA -Clause 3.10** Indemnification of GICHFL by the Consultant – stands amended as:

“Item No. (iii) any claim made by employees who are deployed by the Consultant against the GICFHL – (Bank to be replaced by GICHFL)”

Besides this the following para would be added to this clause.-

“The Deliverables are not intended as a substitute for financial, investment, legal, accounting or other professional advice, and Consultant does not intend to supplant GICHFL’s management or other decision- making bodies. GICHFL remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. Consultant agrees to indemnify and hold GICHFL harmless from and against all loss, liability, damage, cost, or expense (including reasonable attorney fees) (“Losses”) to the extent those Losses are determined by an order or arbitral award to have resulted from Consultant’s gross negligence or willful misconduct in the performance of the Services. GICHFL agrees to indemnify and hold Consultant harmless from any Losses (including the costs of Consultant’s professional time) relating to the Services (including any Losses asserted by GICHFL, its agents or representatives, or third parties and any Losses sustained by Consultant when participating in any legal, regulatory, or administrative proceeding relating to the Services), except to the extent those Losses are determined by an order or arbitral award to have resulted from Consultant’s gross negligence or willful misconduct in the performance of the Services. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages. In no event shall Consultant’s liability to GICHFL in connection with the Services relating to an engagement for GICHFL exceed the fees received by Consultant from GICHFL in connection with such engagement.”

7. **SLA – Clause 3.11**-Limitation of Liability- the following amendment is made:

“ (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 one times the total contract value.

An additional clause (iv) is included under clause 3.11-

“The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Consultant does not supplant GICHFL’s management or other decision-making bodies and does not guarantee results. GICHFL remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. GICHFL agrees to pay for any costs, including attorney fees, Consultant incurs as a result of its participation as a non-party in any legal, regulatory, administrative or other proceeding relating to the Services. In no event shall Consultant’s liability to GICHFL in connection with the Services relating to an engagement for GICHFL exceed the fees received by Consultant from GICHFL in connection with such engagement. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.”

8. **SLA – Clause 7.0- Settlement of disputes-**

- a) The place of Arbitration shall be at Mumbai and not Delhi as mentioned in RFP.
- b) The clause relating to appointment of Sole Arbitrator stands amended as- “The Arbitrator shall consist of sole arbitrator appointed by mutual consent of the parties.

9. **SLA -Clause 3.14** - Documents prepared by the consultant to be the property of GICHFL- stands amended as-

“Upon payment in full of Consultant’s fees, GICHFL will own all reports and other deliverables prepared for and furnished to GICHFL by Consultant in connection with the Services (the “Deliverables”), save that Consultant retains ownership of all tools and software, it being understood that none of such tools will contain GICHFL’s Confidential Information. To the extent the Deliverables include any embedded tools. Consultant hereby grants GICHFL a non-exclusive, non-transferable, worldwide, royalty-free license to use and copy the Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of materials and publicity.

GICHFL agrees that, without Consultant's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Tool or Deliverable.”
