

**RFP for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding
NPCI/RFP/2015-16/IT/24 dated 14.03.2016**

S. No	RFP Page No	Section / Clause	Description in RFP	Clarification Sought	NPCI Response
1	6	2.2 Objective of this RFP	National Payments Corporation of India proposes to empanel agencies for providing resources for executing Certification & on-boarding of BBPOU and / or testing of BBPS solutions and other products either from any of the NPCI or from the premises of the successful bidder(s).	What is the exact scope of Certification and On Boarding activities? Does the Certification and On Boarding involve only Testing (Functional and Non Functional) or any other activities like Post Implementation Support or Code Reviews?	The scope is as mentioned in the Section 2.2.
2	6	2.2 Objective of this RFP	National Payments Corporation of India proposes to empanel agencies for providing resources for executing Certification & on-boarding of BBPOU and / or testing of BBPS solutions and other products either from any of the NPCI or from the premises of the successful bidder(s).	Are all the BBPOU's who will be a part of this engagement already identified? Or will the BBPOU's be on boarded on BBPS in a phased manner?	BBPOU's will be on boarded as and when they request for participation. OU On-boarding can take place either in sequential or in parallel mode.
3	8	Section 3.1 Scope of Work	Execution of the certification & on-boarding should be commenced from the NPCI / Bidder's premises within 7 days.	We presume that entire project will get executed from NPCI's premises. What is the reference to Bidder's premises here?	The final decision will remain with NPCI. The location of execution will be determined on a need basis.
4	8	Section 3.1 Scope of Work	The bidder shall deploy resources on site at any of the NPCI's premises (preferably at NPCI Chennai / Hyderabad facility) for Certification & on-boarding of BBPS OU's, other products conducting certification from the NPCI / bidder's premises	Kindly let us know the exact location i.e. whether it will be Chennai or Hyderabad. This will help us in providing better response to the RFP.	The final decision will remain with NPCI. The location of execution will be determined on a need basis. However the primary location would be Chennai.
5	8	Section 3.1 Scope of Work	Execution of Certification & On-boarding - Online & Off-line Systems - 1. Java, XML and HTML, SQL queries 2. Server to server communication - API 3. SSL - Basic knowledge 4. Java-Script 5. Additional knowledge - .Net, C Programming Language (Optional) 6. Bill Payment Systems - Clearing and settlement of Different Payment Schemes 7. Complaint and Dispute life cycles and management of various Payment Systems. 8. Transaction processing / reconciliation and settlement etc. in Payment Systems. 9. Handling various data formats like text, XLS, CSV, XML files. 10. Handling ISO and native file / message formats 11. Experience in testing Software applications and handling entire testing life cycle. 12. Familiar with advanced functions of various desktop applications like MS-Office. MS-Project. 13. Knowledge in bill payment domain 14. Knowledge in end to end online certification & On-boarding /	Assuming that this engagement is for procuring services related to Testing, please clarify what will be the role of programming resources with Java, XML, HTML, .NET, C & SQL knowledge	These are good to have skill-sets which will enable the resources deployed for this project to execute the certification and on boarding process in an efficient and seamless manner.

6	9	Section 3.1 Scope of Work	<p>1. Automation Skills. 2. Websites / Windows based applications automation. 3. All Browsers support 4. Text and XML file validation and modification 5. Web services API. 6. Database verification 7. Communication protocols such as SFTP etc. 8. Experience in Testing Tools</p>	In Automation skills, is there any preference for any specific tool / platform which is expected?	Automating the repetitive tasks and familiarity with some automated applications is expected.
7	10	4.2 Eligibility Criteria	<p>3. The bidder should have minimum annual turnover of Rs. Two (2) crores during the immediately previous financial year. 5. The Bidder must have minimum 2 years hands-on experience of carrying out the similar / relevant certification and on-boarding services for at least 2 projects as on the date of submission of bids. 6. The bidder should have minimum 15 Testing resources on their payroll for at least 6 months. These resources should be minimum graduate and having hands-on experience of minimum 2 years for undertaking similar / relevant testing and certification and on boarding services as sought in the RFP and should have knowledge of different ISO and native formats.</p>	For the project of this scale and touching lives of citizens PAN India, we suggest that eligibility criteria (in terms of the turnover, number of resources on board and years of experience) be increased so that NPCI can be rest assured to get services from reputed and experienced Companies.	No change in RFP
8	17	7.3 Scoring Matrix	<p>Accreditation at bidder premises - PCI DSS</p>	<p>PCI DSS accreditation is applicable for Companies dealing with sensitive information like the Credit / Debit Card details of individuals. Most of the Software Companies use payment gateways for providing payment capabilities in Enterprise Applications and hence may not be eligible for this Accreditation. Requesting to please remove the marking on this parameter.</p>	RFP clause stands.
9	17	7.3 Scoring Matrix	<p>Experience in certification & on-boarding in payments online systems 1). Card payments 2). Ecom payments - Acquirer , issuer 3). Mobile payments 4). AADHAAR payments</p> <p>Experience in functional testing 1). Ecom 2). Clearing and Settlement 3). Clearing House 4). Mobile application</p>	Please confirm if we can showcase projects wherein we have done the development as well as QA in terms of Functional and Non Functional Testing.	Yes. You can showcase all your capabilities in the presentation.

10	18	7.5 Successful Evaluated Bidder	<p>NPCI proposes to empanel two bidders as part of this RFP as the Agencies for Certification & on-boarding and the Order would be split among the empanelled Agencies. As a fair practice the split of order may not be equal amongst L1, L2 (and any other empanelled vendors if exist). After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder or L1 Bidder and would be one of the Agencies for Certification & on-boarding. The bidder who quoted the next lowest price, i.e. the L2 bidder would be empanelled as the other Agency for Certification & on-boarding, provided the L2 bidder matches the price quoted by the L1 bidder. If the L2 bidder refuses to match the price quoted by the L1 bidder, the L3 bidder would be empanelled as the other Agency for Certification & on-boarding, provided the L3 bidder matches the price quoted by the L1 bidder. NPCI reserves the right to empanel the L2 / L3 bidders, in case the L1 / L2 bidder, as the case may be, refuses to accept the Order or otherwise gets disqualified as per the terms of the RFP, provided the L2 / L3 bidder matches the price quoted by the L1 bidder.</p>	<p>We suggest that this bid should not be awarded only on the basis of L1, to get better quality services it should be awarded on QCBS basis with 60:40 weightage on Technical evaluation and Commercial Evaluation respectively.</p>	<p>No change in RFP</p>
11	19	8.6 Key Deliverables	<p>The execution of the certification & on-boarding should be conducted from the Bidder premises within 15 days / as per the applicable timelines.</p>	<p>We presume that entire project will get executed from NPCI's premises. What is the reference to Bidder's premises here?</p>	<p>The final decision will remain with NPCI. The location of execution will be determined on a need basis.</p>
12	19	8.7 Penalty for default in delivery	<p>If the successful bidder does not deploy the resources, or such authorized extension of deployment period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below: a) If the Bidder does not deploy the resources as per the above mentioned delivery schedule and complete Certification & on-boarding and testing within the TAT defined by NPCI, or such authorized extension of deployment / delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the Purchase Order for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p>	<p>We request to remove the penalty clause from this RFP as the objective of vendor will also be to deploy resources as soon as possible but in some situations there are some genuine delays which cannot be avoided.</p>	<p>No change in RFP</p>
13	20	8.13 Obligations of Bidder	<p>8.13.1 Re-certification: The bidder shall perform recertification under the following conditions at no extra cost a) Due to lack in understanding of the specifications shared by NPCI b) To comply with guidelines issued by regulatory agency from time to time c) When the production system of the bank / entity does not deliver as per specifications laid by NPCI d) Any other factor that are attributable to the bidder</p>	<p>All of the clauses suggested in this cannot be attributable to the bidder. For example - change in regulatory guidelines or delay from bank / entity to give production system is not under the control of the bidder and hence bidder should not be held liable for that. This being a Time and Material engagement, there can be many instances which may cause the delay which may not be able to be attributed to the bidder. Hence we suggest that this clause be removed.</p>	<p>Refer to point D. When it's unambiguously attributed to one or more deficiencies from Bidders side only.</p>

14	47	Annexure L - CVs of the Proposed Staff		We suggest currently we should be allowed to put in sample CVs as there is not clarity on when the project will be awarded. As soon as the project is awarded, CVs of resources available of the same profile will be provided.	Profiles of Key Resources, going to work upon this project must be included in the Response. It is a project of immediate nature.
15	51	Annexure N - Bid Format	Table B - BBPS Certification Execution of Certification	We have not understood this table. Please provide more details on what are the exact commercials to be provided here.	Reply will be provided shortly
16	9	3.1. Table B	Experience in Bill Payment Systems	If the Certification is carried out at Bidders premises, will NPCI provide the bidder the necessary tools to test?	Bidder is expected to certify the OU On-boarding using their own tools/utilities. Providing access to any specific Licensed tools can be mentioned in your presentation / response.
17	8	3.1	As per the job requirement, the resources may be required to work on Sundays or NPCI holidays. They are eligible for compensatory off as per NPCI rules and as approved by NPCI officials.	Whether the resource will be compensated for overtime as-well? Kindly let us know what rules will be applicable for the compensatory off.	The selected Bidder should deploy the adequate number of resources with correct skill set from time to time to avoid working overtime. Usually there is no compensation for Overtime. However, a decision on working overtime may be considered / approved by NPCI officials on a case to case basis either in terms of additional compensation or through compensatory off. If the resource needs to work on a Sunday or a NPCI holiday, he / she will be eligible for a compensatory off.
18	52	Annexure Y	Caste	Is mentioning the Caste of the resource is mandatory?	This is a standard format being used by NPCI
19	8	3.1	Scope of Work Execution of the certification & on-boarding should be commenced from the NPCI / Bidder's premises within 7 days.	If NPCI wants to change/ replace an engaged resource, what will be the notice period given to bidders/ empanelled agency?	Refer Section 3.1, Page No - 8.
20	18	7.5	Successful Evaluated bidder:	Is there a possibility that NPCI would empanel one agency for providing resources & another agency to carry out the certification?	Not at this stage.
21	9	3.1, Table B & Section 9	Scope of Work, Table B & Section 9, Resource Technical knowledge Compliance	The Scope of Work mentioned under Table B in Page 9 & Resource Technical knowledge Compliance in Page 28 under Section 9 does not exactly match. Kindly let know which section should be complied with?	Please refer to both the sections in order to arrive at an exhaustive list of Areas of Work and Resource Expertise and comply.
22	51	Annexure 2 Bid Format	Table B-BBPS certification Execution of Certification	<ol style="list-style-type: none"> 1. Need more details/elaboration on the expectation 2. Is the 'Certification Time Line' is the SLA (Service Level Agreement)/ turnaround time of the certification? 3. How would NPCI want to calculate start and close of Certification Time Line/ SLA if the system under test is not fully functional? In such cases can the bidder charge NPCI for each iteration ? 4. In Table B, under Total Cost Column, what should be the value considered for 'C' in $Y = A*(B+C)$? 5. In certification there are chances that the system under test of the customer is not 	Reply will be provided shortly

23	8	3.1	Scope of Work	As there are varied skills like certification and PMO are requested which would involve varied salary range, would NPCI consider different slabs of commercials?	It should be a blended rate as requested in Table-A, Page no 51.
24	8	3.1	<p>These resources deployed at NPCI's premises should be minimum engineering graduates or post graduates in science/technology and should have hands-on experience for minimum 2 years in relevant areas as mentioned in RFP like Certification / Testing of products & Project Management.</p> <p>Working days shall be 6 days in a week and working hours shall be aligned with NPCI staff and / or client working Hours.</p> <p>As per the job requirement, the resources may be required to work on Sundays or NPCI holidays. They are eligible for compensatory off as per NPCI rules and as approved by NPCI officials</p> <p>The resources selected for deployment shall be earmarked for the entire duration of the contract.</p>	<p>We understand the 2 years experience clause is applicable only for resources working onsite (NPCI's Premises) only</p> <p>Modified clause: The resources selected for deployment shall be earmarked for the entire duration of the Project</p>	The experience clause is mandatory for all the resources deployed for this engagement.
25	8	3.1 & 8.17	<p>3.1- Scope of work: The resources selected for deployment shall be earmarked for the entire duration of the contract. They shall not be shifted from the NPCI assignment to another assignment without permission from NPCI.</p> <p>8.17 Extension of Contract and Repeat orders: NPCI has right to place repeat order to the bidder for any resources/ Certifications from bidder premises, mentioned in the Contract</p>	<p>1). We assume that NPCI would allow the bidder to replace the resources with reasonable notice period;</p> <p>2). and without notice in case of resignation by the employee;</p> <p>3). disability; or maternity leave (or similar reasons where XXX is obliged to permit the individual to take leave under Law).</p> <p>4). Also we would request such restriction pertains only to key personnel engaged in the project</p>	<p>1). Yes.</p> <p>2). No.</p> <p>3). NPCI respects the Law and fully abides, the bidder needs to plan and inform NPCI about any planned leaves.</p> <p>4). Prior intimation to NPCI with adequate notice period is a must for all resources.</p>
26	14	5.19	f) Is Conditional	<p>As per the point (f) we understand that the bid is liable to be rejected if the bid response document is conditional.</p> <p>We bidder as part of this document has documented the list of clarifications that are required for preparation of the RFP response. Based on NPCI's response, if bidder still is not agreeable to any specific terms, we shall include the same as part of RFP response as an extension to Annexure E listing down the open points for discussion before award of contract.</p> <p>Hope NPCI is fine with this approach.</p>	No change in RFP

27	19	8.2/8.3	The term of the Purchase Order would be 2 years. Within 5 days of receipt of Notification of Award / Purchase Order, the successful Bidder shall execute the contract with NPCI for a period of 2 years. Within 5 days of receipt of Notification of Award / Purchase Order the successful Bidder shall send the acceptance	We are of the understanding that the contract will be negotiated and agreed upon. Hence, we would request a reasonable time period to review and negotiate the contract, as 5 days is too short.	Reply will be provided shortly
28	19	8.4	The Successful bidders shall submit Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 2 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG) as per statutory provisions in force, within 14 working days of receipt of Purchase Order. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the bidder.	XXX requests to extent the duration to 14 working days from the date of execution of contract	Reply will be provided shortly
29	19	8.7 (a), (b) & (c)	<p>If the successful bidder does not deploy the resources, or such authorized extension of deployment period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:</p> <p>a. If the Bidder does not deploy the resources as per the above mentioned delivery schedule and complete Certification & on-boarding and testing within the TAT defined by NPCI, or such authorized extension of deployment / delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the Purchase Order for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>b. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order</p> <p>c. Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.</p>	<p>modified clause</p> <p>a. "If the Bidder does not deploy the resources for certification at Bidder's premises as per the above mentioned delivery schedule and complete Certification & on-boarding and testing within the TAT defined by NPCI, or such authorized extension of deployment / delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the Purchase Order (for certification per bank per product) for delayed deliveries which is 100% attributable to XXX , without prejudice to any other right or remedy available under the Purchase Order"</p> <p>Delays that are not attributed to XXX include but not limited to the events such as environment downtime, non readiness / no support from bank / vendor to proceed certification, delay in fixing the issues in NPCI internal systems, delay in fixing the issues by bank, large number / repetitive issues from bank end during certification etc. "</p> <p>In case the resources are deployed in NPCI's premises and/or managed by NPCI, then XXX should not be held liable for acts not attributable to XXX (including payment of penalties)</p> <p>b) Given that NPCI has extensive termination rights under this contract, XXX seeks deletion of this clause. If</p>	No change in RFP

30	20	8.1 0	<p>Payment shall be released against monthly invoice submitted in arrears for actual working days of resources deployed suitably attested by NPCI officials. Bidder has to submit declaration every month, along with the Invoice, to the effect that the salaries have been paid to the resources.</p> <p>Payment shall be released against monthly invoice submitted in arrears for the actual number of certification & on-boarding completed for the month suitably attested by NPCI officials.</p>	<p>Modified clause: Payment shall be released against monthly invoice submitted in arrears for actual working days of resources deployed suitably attested by NPCI officials. Bidder has to submit declaration every <u>quarter</u>, along with the Invoice, to the effect that the salaries have been paid to the resources</p>	RFP clause stands.
31	20	8.12	<p>The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.</p> <p>Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.</p>	<p>XXX as a policy does not agree to any generic indemnity obligations and agrees to indemnify NPCI only for third party claims (to the extent such losses are direct) in respect of specific and serious breaches and hence indemnity in respect of breach of terms and conditions in the Agreement or the PO or breach of warranty is not acceptable. Hence the language for the said clause shall be mutually discussed and modified between the parties.</p> <p>We seek for a reciprocal right of indemnify as under:- “NPCI shall indemnify the bidder and hold the bidder indemnified and harmless against all costs, expenses, damages, claims losses, action suits and proceedings arising out of any claims of personal injury or death attributable to acts or omissions or gross negligence of NPCI or its employees or representatives, or Claims concerning infringement of any form of intellectual property right related to material provided to the bidder.”</p>	Reply will be provided shortly
32	21	8.13.3	<p>Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.</p>	<p>The performance of Services by XXX to NPCI will not result in conflict of interest or XXX is not precluded from performing services to NPCI. Since the nature of the services is Testing services , it would not impact or conflict the NPCI business. Also we would be providing similar services to other clients hence we seek the deletion of the same.</p>	Reply will be provided shortly
33	21	8.16(a)	<p>NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the „Order Cancellation” clause</p>	<p>Given that NPCI has extensive termination rights under this contract, XXX seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly.</p>	Reply will be provided shortly

34	21	8.16 (b)	b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at the site.	While we in principle agreed to rendering services during dispute resolution process and/or the commencement of Arbitration proceedings, however where the subject matter of dispute is non-payment of invoices by NPCI, then XXX shall not be entitled to proceed with the activities till the resolution of the respective dispute and the language to be modified accordingly.	Reply will be provided shortly
35	21	8.16(c)	C) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.	XXX seeks deletion of the word "cancellation" and "termination" shall be substituted and in principle we agree for the clause subject to the modifications hereunder:- Modified clause proposed below: Reverse transition mechanism would be available to NPCI in the event of termination or expiry of the contract, as the case may be. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor not beyond [6] months after the date of the termination and if it is beyond [6] months, then on mutually agreed terms between the parties. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI . If the Services are offered to an alternative Service Provider, the alternative Service Provider shall sign a confidentiality agreement, including a non-solicit clause with Vendor as part of any Termination Assistance provided to NPCI.	Reply will be provided shortly
36	22	8.16(f) (1)	1) All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.	Request NPCI to clarify the warranty that is under contention	Reply will be provided shortly
37	22	8.16(f) (4)	4) The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.	This clause is too generic and it cannot be discretion of NPCI and it needs to be on mutually agreed terms between the parties	Reply will be provided shortly
38	22	8.16 (k)	k) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to NPCI or its selected vendors as would be required	Given that NPCI has extensive termination rights under this contract, XXX seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly.	Reply will be provided shortly

39	22	8.17	<p>The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of two (2) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 month's period on the same rates and terms and conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources / certification & on-boarding's from bidder premises, mentioned in the Contract. The contract shall be co-terminus with the Purchase Orders issued unless extended by NPCI.</p>	<p>XXX seeks modification of the clause as under:</p> <p>"The bidder shall be required to consistently execute, in a successful and professional manner, the jobs agreed under this Contract up to a period of two (2) years (completion period) reckoned from the date of commencement of the services (unless terminated earlier) and may be extended for further period upon such mutually agreed terms in writing. Unless otherwise agreed between the parties in the PO, Bidder shall be essentially required to execute the work for such period agreed between the parties on the same rates and terms and conditions of the Contract. Upon mutual agreement with the Bidder, NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources / certification & on-boarding's from bidder premises, mentioned in the Contract on such mutually agreed terms. The contract shall be co-terminus with the Purchase Orders issued unless extended mutually by the parties."</p>	Reply will be provided shortly
40	23	8.18	<p>i) General: The Bidder shall employ and provide such qualified and experienced personnel as are required to carry out the services. The bidder shall submit the Background Verification Report, in NPCI's standard format (enclosed in Annexure - X), separately for each of the resource to be deployed on-site at NPCI. The resources shall be deployed only after such Report has been submitted and accepted by NPCI. In case the existing resource(s) has / have to be replaced with new resource(s) for any reason, the resource(s) can be deployed only after such Report(s) has / have been submitted and accepted by NPCI.</p>	<p>Annexure X is not available. Can you please clarify if it is Annexure Y</p>	Reply will be provided shortly

41	23	8.19	<p>The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order. The Bidder's liability in case of claims against NPCI resulting from wilful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>XXX requests that the aggregate liability of XXX under the Agreement (including in case of indemnity basis) is capped to the fees paid under the relevant purchase order during the 12 months period immediately prior to the event giving rise to the claim</p> <p>Additionally, we would request the liability for indirect losses is excluded. Accordingly, we propose inclusion of the following language: Notwithstanding anything contained elsewhere, neither shall be liable for any indirect, special, consequential punitive, exemplary damages, losses, claims, expenses including the loss of profits or business, loss of data, loss of goodwill or reputation.</p> <p>XXX agrees to the uncapped liabilities, however, we would request modification of the language as under: The Bidder's liability in case of claims against NPCI resulting from wilful and gross misconduct, or gross negligence, fraud of the Bidder and subcontractors, from infringement of patents, trademarks, copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>Reply will be provided shortly</p>
----	----	------	--	---	---------------------------------------

42	23	8.2	<p>NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;</p> <p>i. Delay in deployment of resources / Certification beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected during deployment and Certification process.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading or information submitted by the bidder turns out to be incorrect and / or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular service would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document</p>	<p>Given that NPCI has extensive termination rights under this contract, XXX seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly.</p>	Reply will be provided shortly
43	24	8.21	<p>For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI may consider request of the bidder for pro-rata payment till the date of termination.</p>	<p>We seek mutual termination rights for convenience.</p> <p>The bidder should have a right to terminate the contract in the event of any breach of terms under this agreement by NPCI. In addition to the same, XXX reserves its rights to either terminate or suspend the performance for the following events:-</p> <p>a) Non-payment of undisputed invoices;</p> <p>b) XXX is prevented or delayed in performing its services owing to acts of NPCI or where there is a system or site readiness issue or where NPCI requests a modification in the existing scope of services which is not agreeable to the parties. Further, XXX should not be liable for any losses that may arise; and should be relieved of its obligations.</p> <p>XXX would like to state, irrespective of the reason for termination or suspension or expiry, NPCI is obligated to pay for the services rendered (whether partial or completed)by XXX through the effective date of termination or suspension.</p>	Reply will be provided shortly

44	25	8.22	Effect of Termination	Given that NPCI has extensive termination rights under this contract, XXX seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly.	Reply will be provided shortly
45	26	8.26	Bidder shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfilment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. NPCI shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from Bidder and deduct it from its any outstanding or bills	As a policy we does not agree for set off any amount due against the outstanding due payable by NPCI to the bidder.	Reply will be provided shortly
46	26	8.27	All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.	We seek inclusion of the below wording highlighted: "All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, all intellectual property (any automation or other framework, templates, formats, processes, inventions, models, discoveries, methods, designs, concepts, methodologies and techniques)already in the possession of Bidder prior to the execution of this Agreement or acquired and/or developed independent of, and during the term of this agreement and based on its pre-existing materials shall be deemed to be the intellectual property of Bidder. this clause shall survive indefinitely, even after termination of this Purchase Order.	Reply will be provided shortly
47	27	8.31	The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.	While XXX agrees to the non solicit terms in principle, we would request deletion of the following language: "(i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party"	Reply will be provided shortly

48	27	8.32	NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.	As a policy we does not agree any set off the penalty against any outstanding or pending bills payable by NPCI to the bidder. However, this does not preclude NPCI's right to recover the same separately from the bidder Also, we would like to understand what is the penalty that NPCI is referring to	Reply will be provided shortly
49	27	8.33	Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.	In principle we are agreeable to the clause however the recovery of loss or damage is subject to the Indemnity and the Limitation of Liabilities of NPCI as stipulated in this terms and conditions of RFP.	Reply will be provided shortly
50	6	2.2	Even though it is predominantly for BBPS BBPOU certification purpose, on a need basis the services may be extended to other NPCI product certifications as well.	Please confirm what other product certifications can potentially be extended in scope?	Currently it is meant only for BBPS. On a need basis it can be extended to other NPCI products in future.
51	8	3.1	The requirement for number of resources will be assessed and informed regularly.	What would be the approximate frequency of resource capacity requirements?	This will be determined on a need basis. However usually it's a monthly exercise.
52	8	3.1	Scope of Work	The maintenance of the test environments for the BBPS application will be managed by NPCI. Please confirm.	NPCI will help the bidders in creating the test environments, however, the selected Bidders needs to ensure integrity of the test environment. Bidders to maintain it properly and is not compromised due to acts committed by the bidders resources.
53	52	Annexure N	Table B - BBPS Certification	The table contents are unclear. Could you confirm how the 'Certification Time Line' would be different for different 'No of Certifications'? An example would help clarify the matter.	Reply will be provided shortly