REPLIES TO PRE BID REPLIES FOR NPCI/RFP/2015-16/IT/0002 dated 02.05.2015 - Request for Proposal for Selection of Technical Consultant for BBPS Project							
S.No	Document Reference	Page No	Clause No	Description in RFQ	Clarification sought	Additional Remarks (if any)	NPCI Response
1	FINAL_RFP_for_Technical_Consultant_of_BBPS-2.pdf	8	4.3.2	The bidder should have minimum annual turnover of Rs 5 Cr. during each of the last four financial years, i.e. 2010-11, 2011-12, 2012-13 and 2013-14 or Calendar year 2010, 2011, 2012, 2013 or the Bidder"s financial year.	Request the clause to be as stated in a just released RFP for unified payments as stated in the adjacent column	Recent RFP from NPCI "UnifiedPaymentInterfaceSystemDraft_FINAL.pdf" has provided eligibility criteria states as : "The Bidder should have positive net worth and annual turnover of more than Rs. 5 crore for last 3 Financial Years, i.e. (2012-13, 2013-14, 2014-15 or Calendar year 2012, 2013, 2014 or the Bidder"s financial year). For the year 2014-15 provisional balance sheet certified by auditor is acceptable. If the bidder is not able to provide the provisional balance sheet for the financial year 2014-15 certified by auditor, then bidder can provide the audited balance sheet for the year 2011-12 along with the unaudited balance sheet for 2014-15."	No change in RFP
2	FINAL_RFP_for_Technical_Consultant_of_BBPS-2.pdf	18	8.5	The bidder will be liable to provide with a detailed report of the below within 60 days of bid confirmation a. Detailed Project Plan b. Detailed Technical Specification Document c. System Architecture methodology d. User Interface Wireframes e. Format of Test Cases & Test Beds f. Document on Security Standards	Is the deliverables only to provide a report for BBPS project that will be the basis for a technical solution scope or do all of the mentioned deliverables have to be created as part of the process		The consultant will have to provide report/documentation of the below deliverables 1. detailed project plan with an estimated start & end date, 2. detailed technical specification which will include the complete technical product requirement, 3. Highlevel system methodology-f 4. User Interface Wireframes 5. Test cases & beds basis the technical document 6. security standards The responsibility of the consultant will be to provide with technical and product documentation which will be used by the consultant who would be developing the entire application

3	FINAL_RFP_for_Technical_Consultant_of_BBPS-2.pdf	18	8.5	The bidder will be liable to provide with a detailed report of the below within 60 days of bid confirmation a. Detailed Project Plan b. Detailed Technical Specification Document c. System Architecture methodology d. User Interface Wireframes e. Format of Test Cases & Test Beds f. Document on Security Standards	Does the complete team have to be onsite at NPCI premises for the deliveryof the reprot of can they be delivered from our premises with need based interaction onsite with NPCI and key team members.		During the initial days, the consultant will have to grasp understanding of the product & business and hence will be required to be place at NPCI office. However the later the consultant can be placed at its own premises and shall be available at NPCI as in basis. Weekly review meeting of the work in progress will be decided with consensus with the consultant
4	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	8	4.2	Sub-Contractors	Proposing exclusion of this clause. Bidders are not permitted to engage the services of Sub-contractors.		Not allowed
5	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	20	8.11	Confidentiality	Proposing inclusion of this additional clause "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."		Seperate NDA needs to be executed
6	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	20	8.12	Indemnity	Proposing modification to this point "act or omission or negligence or misconduct" with "gross negligence or wilful misconduct"		No change in RFP

7	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	20	8.12	Indemnity	Proposing exclusion of this clause, “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.”		No change in RFP
8	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	20	8.13 (2.3)	Bidder’s Liability	Proposing modification to this point “These limitations in sub section 8.3 (2.2) as above will not apply to losses or damages caused by Bidders fraud or to the extent prohibited by applicable law or professional regulations.”		No change in RFP
9	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	21	8.18 (1)	Obligations of the Consultant-Transfer of IPR	Proposing inclusion of this additional clause "Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such preexisting material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such preexisting material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."		No change in RFP as provision does not deal with pre-owned IPR of Bidder.
10	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	22	8.18 (5)	Obligations of the Consultant-Accounting, Inspection and Auditing	Proposing modification to this point The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to client agreeing to maintain confidentiality of these documents. If any third parties are employed by the client to conduct audit, client shall ensure that such third parties are not be a competitor of bidder and shall agree to confidential obligations with bidder.		No change in RFP

11	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	22	8.18 (6)	Obligations of the Consultant-Reporting Obligations	Proposing inclusion of this additional clause “Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and EY shall not be required to update its Final Report.”		No change in RFP
12	RFP for Selection of Technical Consultant for Bharat Bill Payment System Project	36	Annexure A8-Format Power of Attorney	On stamp paper of relevant value	Kindly clarify exact value of the Stamp Paper required		Non Judicial Stamp paper of Rs. 100/-if executed in Mumbai
13	Section 3- Scope of Work	7	----	Activities to be carried out by the consultant: Design technical specification	Please confirm whether the corresponding documents related to business requirement/business case, etc. be shared with the consultant by NPCI		Documents such as Procedural Guidelines, Business Requirement Specification and Product Requirement Document shall be shared with the consultant
14	Section 3- Scope of Work	7	----	Activities to be carried out by the consultant: Design technical specification System Architecture	Please clarify, the documents related to the current IT landscape of NPCI covering applications, infrastructure, etc. be made available to the consultant?		In the interest of the project in consultation with IT the relevant information may be provided
15	Section 3- Scope of Work	7	-----	Activities to be carried out by the consultant: Data messaging standards	Please confirm whether the consultant is expected to list down the functional requirements of the messages, or design the entire message layout and structure similar to the manner it is defined ISO standards applicable for various payment modes and covering the header, message body, individual tags, etc.?		The consultant is expected to list down the functional requrement of the messages and set the format/layout of the ISO 20022
16	Section 3- Scope of Work	7	--------	Activities to be carried out by the consultant: Designing the User Interface and Message Specifications for offline systems (Lifecycle Management)	Please confirm whether the consultant is expected to lay out only the functional requirements and specifications of the User Interface?		The consultant is expected to design the user interface and provide wireframes
17	Section 3- Scope of Work	7	--------	Activities to be carried out by the consultant: Encryption Standards	Is the consultant expected to recommend the end technology to be used for encryption? (e.g.: SHA2, AES, RSA, etc.) , or only specify the interfaces where encryption will be required and the means to achieve it (certificates, trust seal, etc.)		The consultant will have to specify the recommended technology, algorithm and interfaces where encryption will be required and the means to achieve it

18	Section 3- Scope of Work	7	--------	Activities to be carried out by the consultant: Report design	Does NPCI have any existing reporting tools/ datamart in place which may be leveraged for the current requirement?		New reporting tool is to be designed
19	Section 3- Scope of Work	7	--------	Activities to be carried out by the consultant: Test cases preparation for offline and online	Is the consultant expected to prepare test cases for load/performance testing, in addition to functional testing?		The consultant is expected to prepare test cases & bed basis the functional requirement
20	Section 3- Scope of Work	7	--------	Activities to be carried out by the consultant: Test cases preparation for offline and online	Will the test cases thus prepared be executed manually or through some automated tool?		We will have to evaluate some available autmated tool
21	Scope of Work	7	3.2	The successful Consultant shall submit the final Report within a period of 60 days from the date of acceptance of the Purchase Order.	We envisage that the scope of work involved activities such as design of technical architecture, data messaging standards for both offline and online requires a significant effort and time. Thus, we recommend to extent the project timeline from 60 day to 90 days.		Non-negotiable
22	Scope of work	16	7.3.5	Point number 8: Detailed project plan with timeline proposed along with current bill pay environment and future projections in India (Presentation to be made to Committee)	Scope of the RFP doesn't talk about detailed project plan along with current bill pay environment and future projections in India. We need more clarity on the said point, since weightage has been provided in evaluation criterion.		The consulting should be knowledge of the current bill payment or similar industry. We recommend the consultant may go through the RBI guidelines and GIRO reports for further clarification
23	Scope of work	16	7.3.5	Provide approach identifying key features, customer needs, stakeholder identification, identifying risk elements involved and corresponding recommendations	Scope of the RFP doesn't speak about approach of identifying key features, customer needs, stakeholder, identification, identifying risk elements involved and corresponding recommendations. Please update us since it carries a significant weightage provided in evaluation criterion.		The consulting should be knowledge of the current bill payment or similar industry. We recommend the consultant may go through the RBI guidelines and GIRO reports for further clarification
24	Scope of work	16	7.3.5	Evaluation criteria for technical scoring matrix	We request you to provide a weightage for the below mentioned scope of work as mentioned in Section 3. 1. System Architecture 2. Data messaging Standards for all BBPS transactions and message flows for online system 3. Designing the User Interface and Message Specifications for offline systems (Lifecycle Management) 4. Encryption Standards 5. Report design		These sections are deliverables and evaluation weightage has been provided under section 7.3.5

25	Main body of RFP	3 and 11-12	--------	Checklist and contents of the 2 envelopes	The checklist on Page 3 states that the Bid Price draft for INR 11,236/- should be placed in Envelope A. However, this draft is not mentioned in the contents of Envelope A in Clause 5.14.1 on Page 12. Kindly confirm that the bid price draft will also have to be in Envelope A.		Yes, the Bid cost of Rs 11,236/- should be enclosed in Envelope A
26	Main body of the RFP	19	8.5.1	If the Consultant does not deliver the deliverables as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay, subject to a maximum of 5% of the total value of the Order for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.	The said clause states once a penalty of 0.5% will be charged and on another section it states 1%. Please clarify what is the penalty amount - is it 0.5% or 1% per day?		Clause 8.5.1 is pertaining to default in delivery of project whereas Clause 8.16 is the penalty applicable for Performance Assessement
27	Main body of the RFP	21	8.16	During execution of the assigned work, a penalty of 1% of the project contract value per week (subject to maximum of 20%) may be imposed by NPCI, in case following problems are found: Delay in performance or due to non-performance.			No change in RFP
28	Annexure B1	38		Bidder's organisation and experience	Kindly confirm projects on which area has to be provided as a part of Annexure B1. As per the RFP document bidder is supposed to provide information on the projects conducted as mentioned in the scope of work.		Bill payment or similar industry
29	Annexure B2	39		Knowledge and experience in Indian financial services and banking market	Annexure B2 will have other projects executed for clients in the Indian banking and financial services space. Kindly confirm this understanding.		Yes, other projects executed and experience in Indian financial services and banking market

30	Annexure B3	40		Details of project	Our understanding is that Annexure B3 needs to contain projects in the area of technical message specifications and system architecture as per scope, while Annexure B2 will have other projects executed for clients in the Indian banking and financial services space. Kindly confirm our understanding.		Yes , Annexure B3 needs to have detailed writeup on the projects similar to scope mentioned in RFP.
31	Annexure B2	39		Knowledge and experience in Indian financial services and banking market	We request that projects implemented by staff who will be available for this assignment in their earlier organisations be considered for inclusion here and subsequent technical evaluation as this will provide a greater depth of experienced people to successfully execute this project.		As per the condition mentioned in the RFP this is not permissible
32	Annexure B3	40		Details of top 3 projects			
33	Annexure B6	43		Questionnaire			
34	Annexure B6	43		Questionnaire	Kindly provide more clarity on the methodology to be adopted by NPCI to evaluate responses to the Questionnaire by bidders. Would these responses be an input for the technical scoring matrix mentioned on Page 16? If yes, what would be the weightage given to the responses to the questionnaire for the overall technical evaluation?		The process of evaluation and weightage accorded in the scoring sheet is clearly delineated in the RFP. Overall technical scoring would be decided by the evaluation committee where the overall score would be decided.
35	Annexure C1	45		We undertake, if our Bid is accepted, to provide ___ for the above purpose within the stipulated time schedule._____ ____	Kindly confirm what is to be entered in this blank, since the quote is already being mentioned in the previous paragraph.		We undertake, if our Bid is accepted, to provide Consultancy for the above purpose within the stipulated time schedule.
36	Payment Terms	19	8.9	100 %Payment shall be released after acceptance of the Final Report by NPCI.	As per scope of work of the RFP, there are number of deliverables. We request that payment should be processed as per milestones achieved as recommended by our risk and legal team. Thus it is recommended that, RFP should have milestone deliverables as mentioned below; i) 25% on PO sign-off ii) 25% on draft deliverables iii) 50% on completion of the project		No change in RFP

37	Annexure A-9	37	------	I have carefully gone through the Terms and Conditions contained in the above referred RFP for Engagement of bidder's to develop Marketing communication strategies I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.	Can the description be re-phrased as mentioned below as suggested by our legal team. I, _____, Partner of XXXX, do hereby declare to the best of our knowledge and information available with us as on date, that we have not come across any written directive by any Government / Semi Government organizations/ Institutions in India or abroad blacklisting/debarring XXXX against providing such professional services as mentioned in the tender. On the contrary, XXXX continues to service several Government Agencies and private sector clients as their professional consultants and advisors in various parts of India and abroad."		No change in RFP