

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

| S. No | Document Reference | RFP Page No | Section / Clause | Description in RFP | Clarification Sought | Additional Remarks | NPCI Response |
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| 15 | RevisedRFPCertificati onofBBPSandon-boarding | 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. | | Bidder should quote for certification rate for mentioned Qty |
| 22 | Tender document NPCI/RFP/2015-16/IT/24 | 51 of 57 | 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 | | As For the "Certification Time Line"/ SLA there will be a dependency on the customer's readiness not on the bidder. |
| 27 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. | | The terms and conditions of the Purchase Order shall be final and binding on the successful bidders. After the acceptance of the Purchase Order by the successful bidders, there shall be no further discussion or negotiation. |
| 28 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. | SQS requests to extent the duration to 14 working days from the date of execution of contract | | No change in RFP |

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| 29 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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><u>Modified clause</u></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 SQS , without prejudice to any other right or remedy available under the Purchase Order"</p> <p>Delays that are not attributed to SQS 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 SQS should not be held liable for acts not attributable to SQS (including payment of penalties)</p> <p>b) Given that NPCI has extensive termination rights under this contract, SQS 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> <p>As a policy SQS does not agree for set off any amount due against the outstanding due payable by NPCI to the bidder.</p> | | No change in RFP |
| 31 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. 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>SQS 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:-</p> <p><i>"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."</i></p> | | No change in RFP |
| 32 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 SQS to NPCI will not result in conflict of interest or SQS 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> | | Clause 8.13.3 is quite clear. No change is required. |
| 33 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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, SQS 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> | | The RFP clause is quite clear on the subject and requires no change |

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| 34 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 SQS shall not be entitled to proceed with the activities till the resolution of the respective dispute and the language to be modified accordingly. | | The RFP clause is quite clear on the subject and requires no change |
| 35 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. | SQS seeks deletion of the word "cancellation" and "termination" shall be substituted and in principle we agree for the clause subject to the modifications hereunder:- <u>Modified clause proposed below:</u> <i>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.</i> | | NPCI's requirement is quite clear. The Bidders are expected to abide by the Reverse transition mechanism desired by NPCI. No change in clause is required. |
| 36 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 | | This is standard clause. This clause will be applicable only if situation warrants. |
| 37 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 | | NPCI's requirement is quite clear. The Bidders are expected to abide by the Reverse transition mechanism desired by NPCI. No change in clause is required. |
| 38 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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, SQS seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly. | | Request for change is not acceptable. Original Clause may be retained. |
| 39 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 22/23 | 8.17 | 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) thenumber of resources. NPCI has right to place repeat order to the bidder for any resources / certification & on-boardings from bidder premises, mentioned in the Contract. The contract shall be co-terminus with the Purchase Orders issued unless extended by NPCI. | SQS seeks modification of the clause as under: <i>"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-boardings 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."</i> | | Suggestion for change is not in order. Original Clause has to be retained. |

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| 40 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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> | Annexure X is not available. Can you please clarify if it is Annexure Y | | Pls read as Annexure Y |
| 41 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 willful 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>SQS requests that the aggregate liability of SQS 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>SQS 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 willful 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> | | Request for change is not acceptable. Original Clause may be retained. |
| 42 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 23 | 8.20 | <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, ii. Serious discrepancy in the quality of service expected during deployment and Certification process. 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> | Given that NPCI has extensive termination rights under this contract, SQS seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly. | | No change in RFP |

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| 43 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 24 | 8.21 | 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>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, SQS 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) SQS 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, SQS should not be liable for any losses that may arise; and should be relieved of its obligations.</p> <p>SQS 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 SQS through the effective date of termination or suspension.</p> | | The request for change is unreasonable and not acceptable. |
| 44 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 25 | 8.22 | Effect of Termination | Given that NPCI has extensive termination rights under this contract, SQS seeks deletion of this clause. If termination and cancellation are the same, we would like to modify the cancellation terms in the contract accordingly. | | The request for change is unreasonable and not acceptable. |
| 45 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 26 | 8.26 | Bidder shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfillment 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. | | RFQ clause is very clear. No change is required in this clause. |
| 46 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. | <p>We seek inclusion of the below wording highlighted:</p> <p>"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.</p> | | RFQ clause is very clear. No change is required in this clause. |

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| 47 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 SQS 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" | | It is the right of the employee to apply and seek employment and it does not affect the rights of the Parties . No need to delet the clause. |
| 48 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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 | | RFQ clause is very clear. No change is required in this clause. |
| 49 | NPCI/RFP/2015-16/IT/24 dated 14.03.2016 | 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. | | No change in RFP |