

## RESPONSES TO PRE-BID QUERIES

Sr. No.	Document Reference	Page No.	Clause No.	Description in RFP	Clarification Sought	Additional Remark	NPCI Remarks
1	Section 7 ( T&C)	23	7.4.1	If the Bidder does not deliver the agreed deliverables (Clause 3.2.7) as per the above mentioned activity scheduled (Clause 3.2.6) or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order, which shall be recovered for delayed deliveries, this shall be without prejudice to any other right or remedy available to NPCI under this RFP / Purchase Order as shall be issued to the successful Bidder	We need to qualify this clause with following language "The penalties as set forth in this sub-clause shall only apply in the event that the delay is solely and exclusively attributed to Bidder fault and is not caused in whole or in part by any of the following: (i) the failure or delay of NPCI to deliver any materials required or provide any consents, or is otherwise attributable to NPCI, (ii) a request from NPCI to modify the scope of work or specifications of the Deliverables, (iii) a third party not under the control of Bidder; or (iv) a force majeure event. The parties acknowledge that the schedule as set forth in a Scope of Work may be adjusted by written agreement of the parties in the event of unanticipated factors, e.g., low response rates. Bidder will promptly notify NPCI upon discovery of any such unanticipated factors, and the parties will discuss in good faith any appropriate adjustments to the time schedule. NPCI agrees that it shall notify Bidder in writing within thirty (30) days of the original delivery due date if it intends to seek the penalties set forth in this Section.	Penalty can be imposed only in cases where bidder is solely responsible and not in situations.	<b>These are mandatory clauses.</b> <b>No variance or deviations of any form in the Terms &amp; Conditions of RFP will be done or accepted.</b>
2	Section 7 ( T&C)	23	7.4	Penalty for Default in Delivery	This penalty will not be accepted in case of delays due to circumstances which are beyond our control.		
3	Section 7 ( T&C)	23	7.4	Penalty for default in delivery	We believe delays caused due to NPCI (approvals on documents, database sharing, etc.) would not be considered for this clause		
4	Section 7 (T&C)	25	7.13.1	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 belonging to and provided by NPCI 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 RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to this RFP shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in RFP, this clause shall survive indefinitely, even after termination of this Purchase Order	We need to qualify this clause with following language: NPCI shall own the report(s), data or other deliverables identified in a Purchase Order prepared by Service Provider specifically for NPCI hereunder (the "Deliverables"). The Purchase Order shall state when a Deliverable is specifically prepared for NPCI. The Deliverables shall not include, and Service Provider shall retain the exclusive ownership of the following: (i) Service Provider' trademarks, logos, copyrights and other intellectual property rights; (ii) Service Provider' know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Service Provider in connection with Service Provider' performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iii) all questions and questionnaires, except to the extent that NPCI has provided such material (collectively, "Service Provider IP"). NPCI acknowledges and agrees that all Service Provider IP shall remain the sole and exclusive property of Service Provider and, NPCI will not reverse-engineer, decompile or disassemble any Service Provider IP. Service Provider hereby grants to NPCI an irrevocable, non-exclusive, non-sub-licensable, worldwide, royalty-free license to use any Service Provider IP that is incorporated into the Deliverables to the extent necessary for NPCI to use, view or access the Deliverables for NPCI's business purposes	We need to have clarity in a clause with respect to ownership of respective IP forming part of deliverables hence have suggested to append the proposed language.	
5	Section 7 (T&C)	26	7.15	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 directly or indirectly from .....	This clause shall be limited to all claims initiated by or on behalf of third party not affiliated to the Indemnatee (Indemnified party) i.e., non-affiliated third party.  Further, we propose to delete sub-clause 7.15.7 ( as we cannot agree on indemnifying for gross negligence and gross misconduct for unlimited liability); 7.15.8 ( duplicate as same is covered under clause 7.15.4); 7.15.9; 7.15.10 ( as entire clause is already covered in previous sub clauses from 7.15.1 to 7.15.7)		
6	Section 7 (T&C)	27	7.16	The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	We cannot agree to keep our liability unlimited for gross negligence and gross misconduct, it should be limited to value of PO and not beyond, hence in this sub-para we propose to remove words' gross negligence and gross misconduct'.		
7	Section 7 (T&C)	27	7.16	The Bidder's aggregate liability in connection with obligations undertaken as part of the Scope of work/ Deliverables regardless of the form or nature of the action giving rise to such liability (whether in contract/ RFP/purchase order, tort or otherwise), shall be at actual and limited to the value of the Purchase Order (as shall be issued to the successful Bidder).	The second paragraph talks about the Bidder's liability not being capped for intellectual property breaches. Please note that Agency does not take on unlimited liability for this and it will need to be brought into the liability cap.		
8	Section 7 (T&C)	27	7.17	Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, Bidder shall agree to pay liquidated damages to the total value of the Purchase Order (as shall be issued to the successful Bidder), and the same shall be construed as reasonable estimate of the damages.	Other than the liquidated damages set out in the agreement for data delivery delays, this point is to cover negligent acts which brings about losses or damages to NPCI. Given that agency and NPCI are independent contractors and there were are not their agent, not sure of the scenarios intended to be covered here. Agency will not be in a position to take on such additional liability for situations which are vague in nature. We have already provided a detailed indemnity. This clause needs to be deleted.		
9	Section 7 (T&C)	28	7.17	Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, Bidder shall agree to pay liquidated damages to the total value of the Purchase Order (as shall be issued to the successful Bidder), and the same shall be construed as reasonable estimate of the damages.	Negligent act is already covered under the liability clause, we cannot agree to this clause. we cannot pay entire fees as liquidated damages; thus we propose to delete this entire clause.		
10	Section 7 ( T&C)	30	7.23	Termination of Purchase Order	Agency has not been provided any termination rights. Accordingly, the following needs to be introduced. "Bidder shall be entitled to terminate the Purchase Order for cause or without cause on providing 60 days notice period." Internal - Marketing		

11	Section 7 (T&C)	24	7.7.1	Payment shall be done after completion of work and submission of deliverables certified by NPCI Officer, within 30 working days from the date of receipt of correct Invoice	Any tracking study requires huge set up cost there is upfront investment on set up hence we propose to have advance invoicing of 30% of PO value and balance in equated installment on completion of each wave.	NPCI has right to terminate at convenience which exposes service provider to higher risk of loss and liability due to no advance payment from NPCI towards meeting the initial set up cost.	As per NPCI policy we do not make any advance payment.  However, we can work on a solution for releasing payments based on defined milestones which will be included as part of the PO.
12	Section 7 (T&C)	24	7.7	Payment terms	Is there any provision for advance part payment before launching the study		Corrigendum with effect to this will be published on our website, post seeking approvals from finance team.
13	Section 7 (T&C)	24	7.7	Payment shall be done after completion of work and submission of deliverables certified by NPCI Officer, within 30 working days from the date of receipt of correct Invoice.	We would raise 2 invoices for each wave - 1st invoice (50% of the cost per wave) at the start of 1st wave and remaining 50% on deliverable of presentation for 1st wave. Similar payment terms to be followed for remaining waves		
14	Section 3 3.2.3 TG	10	3.2.3	Currently uses at least one debit card/ Credit cards/Prepaid cards (Quotas to be maintained)	Since users can be dual --> eg. A credit card user can be a debit card user also. How do we classify a user? Are we looking at most often used users of a particular type of card / volume of transactions to classify them as a user of that card? Also what proportions of users are we looking at for Debit / Credit and Prepaid cards.		Proportions of Users: Min 50% (debit) & Min30% (Credit) soft Quotas. There is specific quota for Prepaid but we can look at 5% if able to interact with heavy users of Prepaid Card.  Yes, agreed a credit user can be a debit card user also. We need to the perception of using Credit Card & Debit Card. the usage pattern or the reasons to use are different.  Classifying of user: Most often used or volume of transactions
15	Section 3 TG	10	3.2.3	Working Males and Females	What proportion of Males and Females are we looking at? Please clarify if in case of females it is only working females. Ideally it should have mix of working/non-working women as they also use debit card		Males : Females - 80:20 (Soft Quotas)  For Females, our preference would be working females. Around 5% of non-working females can be considered to have an holistic profile of card user
16	Section 3 Target Group	10	3.2.3	Working Males and Females	Is there any specific quota on gender? If yes, what age quotas are we looking at?		
17	Section 3 Sampling	10	3.2.4	3200 Sample across cities	Please confirm if this sample is quarterly sample or total annual sample? Can we re-distribute the sample as per the size of the city, such that overall sample remains same?		3200 is quarterly sample size  Though we would prefer to stick to the cities & sample distribution mentioned in the RFP but basis your expertise you can suggest the redistribution of sample for maximum output
18	Section 3 Research Objectives	9	3.2.1	Identification of Core Brand Values - What does the brand RuPay currently stand for in terms of consumer perception? Determining the brand persona of RuPay - Who and what does RuPay stand for? Which type of user personalities does it gets associated with?	Has NPCI done any work in the past which will help give input into brand perception statements and brand persona attributes? Would NPCI provide us the battery of statements / attributes which need to be tracked? If not, then a qualitative exercise would be needed before the quantitative tracking phase.		Yes, NPCI has done similar exercise in the past.  Battery of statement/attributes will be provided by NPCI, however, based on bidder expertise, these can be modified or changed.
19	Section 3 Research Methodology	9	3.2.2	4 waves (once in quarter on demand)	What is meant by 'on demand' here?		It will be quarterly activity with predefined dates.  If there are any change, same will be informed in advance .
20	Section 3 Target Group	10	3.2.3	21-35 years: Quotas to be maintained 36-50 years: Quotas to be maintained	Is there any specific quota on age? If yes, what age quotas are we looking at?		21-35 (50%) 36-50 (50%) Soft quotas for age group has to be maintained
21	Section 3 Target Group	10	3.2.3	SEC A ,B, C, (if required D – in case of PMJDY account holders)	We are assuming this is NCCS and not SEC. Pls confirm		NCCS A,B,C will be considered. NCCS D will be excluded.
22	Section 3 Target Group	10	3.2.3	SEC A ,B, C, (if required D – in case of PMJDY account holders)	Do we need to cover NCCS D? How much sample?		
23	Section 3 Target Group	10	3.2.3	SEC A ,B, C,	We are assuming we have to consider Old SEC		Only NCCS ( New SEC) will be captured
24	Section 3 Target Group	10	3.2.3	SEC A ,B, C,	Can you clarify what quotas will have to be maintained for ownership of Debit/ Card/ Prepaid card		Quotas to be followed Debit : 50% Credit/ Prepaid : 50% ( Credit Card should be minimum 45%)
25	Section 3 Sampling	10	3.2.4	Town Class	There seems to be some issue in town class classification. For eg: Bhubaneshwar & Ahmedabad have a huge population difference, but both of them are in Tier 1. Same with some other cities also. What criteria has been taken to classify the town class?		We would prefer to stick to the cities & sample distribution mentioned in the RFP but basis your expertise you can suggest the redistribution of sample for maximum output
26	Section 3 Sampling	10	3.2.4	Sample Plan	Do we have to consider the centre-wise sample distribution currently mentioned or can we rework the sample split among these centres based on town class.		

27	Section 3 Time Scales/ Activity schedule	10	3.2.5	Working duration	We are assuming there are working days in a week. How will we account for any holiday in these weeks?	Asking this since there is a penalty on late deliveries.	Only working days have been considered in the scheduled provided in RFP.
28	Section 3 Timelines	10	3.2.5	Time Scales/ Activity schedule	The timelines might have to be revised considering the scale and scope of the study. Can we suggest our Optimal timelines for every stage		We would like to stick to the timelines mentioned in the RFP, however, you can suggest optimal timeliness for maximum output
29	Section 3 Resource Allocation	11	3.2.6	Bidder will allocate dedicated client service executive for the study	We need further clarification on what does 'Dedicated Client Service Executive' mean?		We would prefer dedicated client servicing person for RuPay research for all 4 waves, as he/she will be well versed with the study and output.  Also, we wanted to avoid change of resource from wave to wave, as it may impact the analysis of the study.  Resource working on NPCI study should be available as and when required. Preferably single point of contact.
30	Section 3 Resource Allocation	11	3.2.6	Bidder will allocate dedicated client service executive for the study. Reallocation of the same will be done as per clause 7.21.	Please clarify the level / designation of resource being referred to here. Also, could you clarify definition of "dedicated resource". Does it mean that resource working on this project cannot work on other projects?		
31	Section 3 Deliverables	12	3.2.7	Raw Data/ Data tables	By Raw Data/ Data tables we are assuming that Data tables in Excel would be fine		Raw data, Data Tables need to be submitted in excel format.
32	Section 4 Eligibility Criteria	13	4.1.8	Provide contact details of other clients	We might not be able to share contact details of any clients without their permission. How many clients do we need to share details for		As per RFP policy we would need client contact details however, a recommendation letter or reference letter from your clients will also suffice the requirement.
33	Section 4 Eligibility Criteria	13	4.1.8	Provide contact details of other clients	Client contact details are confidential. However, we can share client brand names with whom we engage for research purpose		
34	Annexure A4	38	Annexure A4	The agency should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) in the last two (2) year as on the date of submission of the bids. (At least 3 ongoing brand tracks for 3 clients)	We can provide client list and types of projects executed with them. However, considering our confidentiality agreement with our clients, we would not be able to share cost of the project and other project specifics (key objective, sample plan, town coverage, etc.)		A letter which confirms that the similar work has been done for clients will be required
35	Section 5 Envelope A	17	5.14.1	A1.1 and A1.2	Do we need to submit both at the time of Bid submission		Both A1.1 and A1.2 needs to be submitted along with the Bid
36	Section 5 Envelope B- Technical Bid	18	5.14.2	Best 3 Projects	In this case we can show masked analysis and outputs without disclosing client names. Hope this will be fine		Yes, But some confirmation letter/ Reference letter will be required from the client
37	Section 5 Envelope C- Commercial Bid	18	5.14.3	NDA	Does the NDA have to be submitted alongwith the Bid since we have concerns regarding some Legal terms and conditions		Yes, NDA Need to be submitted along with Bid.  This is NPCI's standard NDA and no change will be done in any clause.
38	Section 5 Late Bid	20	5.21	Late Bid	We will be hand delivering the Bid instead of sending by post. Hope that is fine		Ensure, the bid to reach us within the defined time.
39	Section 7 Performance bank guarantee	23	7.5	Performance bank guarantee	When does the Performance bank guarantee have to be submitted.		Post issuance of PO to the selected Bidder
40	Section 7 Price	24	7.8.1	Price	In case of revision of scope of work , the value of PO might have to be revised based on mutual agreement between the agency and NPCI. Since the PO is valid for a year we are assuming that the client will commission the study and the same will be completed in 1 year.		Yes study will complete within a year and there wont be any change in study scope
41	Section 4 Eligibility Criteria	13	4.1.12	The bidder should provide a statement of corporate financial resources, a history of prior involvement in similar projects, and information regarding pending litigation, debarment or suspension, etc	We cannot sign this as any organization of Agency's size will have some or the other ongoing legal related matter ongoing and being a private limited company, we are not required to disclose details of all such matters. However, we give you assurance that this would not be affecting delivery of services to NPCI		The bidder is required to submit the necessary details as stated in Section 4 (4.1.12) as these are required for evaluation of eligibility criteria which is governed from audit perspective. The bidder is only required to submit details or summary of details relating to India operations.
42	Annexure A4	38	Annexure A4	The agency should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) in the last two (2) year as on the date of submission of the bids. (At least 3 ongoing brand tracks for 3 clients)	Please clarify if details are required only if BFSI space or even non BFSI space		We would require details of BFSI as well as non BFSI clients
43			New Clause		The following clause on permissible usage of the reports needs to be included.  "The report may not be used in legal proceedings. If NPCI publicizes or otherwise discloses the report or other deliverables outside of it's organization, such publication or disclosure shall not be presented in a misleading manner. NPCI is encouraged to consult with Agency regarding the form and content of publication of the findings. Prior written agreement must be secured from agency regarding any publication from the report or other deliverables or any application/registration with government authorities that identifies the Bidder as the source of information; such agreement shall not be unreasonably withheld or delayed."	We recommend to add this new clause	We are in discussion with our legal team and if any new inclusion of Terms & Conditions, we will published on our website as Corrigendum & Addendum.