

Tender Reference Number: NPCI:RFP: 2011-12/0009

S.No.	Bidder No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	NPCI Response	Category
1	NPCI/RFP-ACH/02	Main bid document	73	16,2	Notification of Award	Will the proposed Contract Agreement be signed post negotiating legal terms with winning bidder?	Please refer to the RFP Chapter .16 clause no.16.3	Others
2	NPCI/RFP-ACH/02	Scope of work	13	3.3	Interfacing with the NPCI existing systems	Can we have the interface specifications : low level connectivity, transport protocol and applications protocol ?	This will be taken with successful bidder	SOW
3	NPCI/RFP-ACH/02	Objective of the ACH	33	9.1	transaction and file based transaction processing capabilities	In transaction mode, does the NPCI expect those transactions to be processed in real time or those transactions can be put in a file for further processing ?	Processing capability is required for Both	Others
4	NPCI/RFP-ACH/02	Functional requirements	38	9.5.2	Type of transactions	Does the NPCI intent to provide the specific business rules attached to each type of transaction ?	This will be taken up with successful bidder	Functional
5	NPCI/RFP-ACH/02	Functional requirements	39	9.5.3	File submission	Are the expected transformations simple (field to field) or complex : a field is determined via computation of other fields and/or external data and /or a field in another file ?	RFP is clear with respect to requirements	Functional
6	NPCI/RFP-ACH/02	Functional requirements	40	9.5.8	File conversion	Are the expected transformations simple (field to field) or complex : a field is determined via computation of other fields and/or external data and /or a field in another file ?	RFP is clear with respect to requirements	Functional
7	NPCI/RFP-ACH/02	Functional requirements	42	9.5.22	Accessibility	Can we have a description of the expected interfaces ?	This will be taken up with successful bidder	Functional
8	NPCI/RFP-ACH/02	Analytics	52	9.7.7	The system should generate various kind of analytics reports	Does the NPCI have a preferred choice in terms of reporting tool ? What are the analytics capabilities expected? Please shared details of users who will be using these features.	RFP is clear with respect to requirements	Functional
9	NPCI/RFP-ACH/02	Risk monitoring	61	11.1	Risk monitoring	What other types of rules, other than velocity management, should the bidder take into account ?	RFP is clear with respect to requirements	Functional
10	NPCI/RFP-ACH/02	Risk monitoring	62	11.2	Risk monitoring	What is expected when a threshold is reached ?	RFP is clear with respect to requirements	Functional
11	NPCI/RFP-ACH/02	Bid Schedule	10	pt. 8	Last date and time for Submission of Bid	Request an extension of submission deadline by 3 weeks	No Change in the RFP Terms	Admin

12	NPCI/RFP-ACH/03	Chapter 13- Facility Management	67	13,1	NPCI would require these services in 2 shifts days at PR and HA site. At DR Site, it would be two shifts.	Statement is not clear. We request more clarity to determine the team size.	Please refer to the RFP Chapter .13 clause no.13.1	Others
13	NPCI/RFP-ACH/03	Chapter 16 - Terms and Conditions	75	16.7 (a) (i)	90% payment of Hardware and operating system cost after delivery and acceptance of same	We understand that it refers to delivery of hardware and OS, verification of the content by NPCI and acceptance of the delivery of HW and OS. Kindly confirm our understanding.	No change in the RFP term	Others
14	NPCI/RFP-ACH/03	Chapter 16 - Eligibility Criteria	15	5.1 (h)	Bidder shall agree to provide perpetual license(s) for the Automated Clearing House Solution (ACH), at Enterprise Level to NPCI without any limitation/constraint based on number of transactions, CPU"s, memory, members, interfaces etc.	We understand the licensing requirement for the ACH solution. However, the turnkey solution asked in the tender will also involve other products/components for which the license (s) will be based on CPU's, Cores or any other parameters as per the policy of respective OEMs. Do we also need to propose the other components (i.e. Database, Anti-virus, Middleware, any other product/software) without any limitation/constraint based on number of transactions, CPU"s, memory, members, interfaces etc.	No change is RFP term	Others
15	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	13	3,1	Supply of software and hardware for Automated Clearing House (ACH) solution as detailed in functional and technical requirements.	Does this include networking, security and load balancing hardware and software?	Network equipments and bandwidth are not part of scope of this RFP , all else needs to be considered as scoped.	SOW
16	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	13	3,3	Interfacing with NPCI existing and proposed systems as under: i. Fraud and Risk Monitoring and Management System. ii. Dispute Resolution Management System iii. ACH Mandate Management System (AMMS) iv. Aadhaar Payment Bridge System (APBS)	Can we have details of these systems, especially the interfacing details? When will they be implemented - if not already - by NPCI?	This will be taken up with successful bidder	SOW
17	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	34	9,2	Please confirm that data to be archived for 3 years only? What is to be done with the data thereafter?		RFP is clear with respect to requirements	Functional
18	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	38	9.5 (1)	Is the format unique reference number known or to be determined by NPCI. Else, will the existing format of the selected system be acceptable?		To be discussed during the detail requirement gathering stage	Functional

19	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	38	9.5 (4)	For future dated transactions is it necessary to store the file till settlement date and then process it? Or, is it acceptable to process the file and maintain (individual) future-dated transactions in the database. These transactions will be picked up for execution in the settlement cycle.		RFP is clear with respect to requirements	Functional
20	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	42	9.5 (16)	Will NPCI maintain a list of all states and cities in the database? How will bank/branch codes be linked to these locations?		RFP is clear with respect to requirements	Functional
21	NPCI/RFP-ACH/05	NPCI:RFP:2011-12/0009 dated 2nd September 2011	85	16.8 (33-2-ii)	Is on-site support required post warranty period?		No Change in the RFP Terms	Others
22	NPCI/RFP-ACH/09	Section 1 - Bid Schedule & Address	10	Point 8	Bid Submission Date	Request for an extension of Bid submission by 4 weeks from the date of response to all Prebid Queries by NPCI.	No change in the RFP term	Admin
23	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	75	Point a	Payment of Hardware & Operating System: RFP states "90% payment of Hardware and operating system cost after delivery and acceptance of same" Balance 10% payment will be made post warranty or against Bank guarantee equivalent and valid till expiry of Bank	100% payment of Hardware, operating system and System Software (Database, Application Servers, File Gateway etc) cost on delivery and Installation of the same. Request you to kindly consider 'Acceptance' here as - on hardware & Operating System delivery & Installation of the same. All payments to be made within 30 days of date of invoice	No change in the RFP term	Admin
24	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	75	Point b	Payment of Application Software and customization cost: "80% payment of Application Software will be made after Acceptance and Sign-off"	Request to kindly consider the following term: "80% payment of Application Software on delivery & Installation 20% payment of Application Software will be made after Acceptance & Sign-Off or against guarantee equivalent and valid till expiry of Bank Guarantee"	No change in the RFP term	Legal
25	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	75	New Clause		Services payments to be milestone based	No change in the RFP term	Others
26	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	75	Point c	AMC Payments - Payment of AMC will be done half yearly in arrears.	Payment of AMC will be done half yearly in advance	No change in the RFP term	legal
27	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	75	Point d	Payments for Facility Management - Payment of Facility Management will be done quarterly in arrears	Payment of Facility Management will be done quarterly in advance	No change in the RFP term	Legal

28	NPCI/RFP-ACH/09	Section 3	14	3	3. Interfacing with NPCI existing and proposed systems as under: i. Fraud and Risk Monitoring and Management System. ii. Dispute Resolution Management System iii. ACH Mandate Management System (AMMS) iv. Aadhaar Payment Bridge System (APBS)	Can we have the details of these systems to understand the interfaces associated from estimation perspective?	This will be taken with successful bidder	SOW
29	NPCI/RFP-ACH/09	Section 3	14	3	ACH Mandate Management System	We couldn't able to find details about this system in the RFP. Can we assume this system will be procured later ? Or this system will be siting in the banks premises	To be discussed during the detail requirement gathering stage	Functional
30	NPCI/RFP-ACH/09	Section 9	34	9,1	The platform should be robust, secure and scalable with both transaction and file based transaction processing capabilities.	Typically ACH systems are file based. When we are looking for transaction based system, how do we want to process the individual transactions. Do we need to hold it in the warehouse and process in the next settlement cycle or we need to process real time as and when it is coming. Can we assume this feature of trasnactional processing is to replace the NEFT system in the long run ? . Also what facilities we need to provide to the participants for the message injection. RFP is not clear on these areas	RFP is clear with respect to requirements	Functional
31	NPCI/RFP-ACH/09	Section 9.1	34	5	Provide technology platform to enable participants to implement end to end straight through processing mechanism,	Typically ACH work on scheduled batches because of the file based input. Are you expecting the ACH to process the files as and when it is received by the ACH to enable straight through processing(STP) or We need to process them in the predefined schedules. If it is processed at the predefined schedules then it may not be a true STP system	RFP is clear with respect to requirements	Functional
32	NPCI/RFP-ACH/09	Section 9.1	35	10	Support financial inclusion measures initiated by Banks, other financial institutions, Government etc. by providing support to UID and Mobile based ACH transactions.	Can you please provide details of Mobile based ACH transactions ?.	RFP is clear with respect to requirements	Functional
33	NPCI/RFP-ACH/09	Section 9.2	35	9,2	Current and Future Requirements	For sizing purpose, Can you please provide the possible number of participants who is going to get connected with this ACH system over the period of 6 years ?	To be discussed during the detail requirement gathering stage	Functional
34	NPCI/RFP-ACH/09	Section 9.2	35	9,2	Current and Future Requirements	What is the maximum file size for the incoming/outgoing clearing files ?	RFP is clear with respect to requirements	Functional

35	NPCI/RFP-ACH/09	Section 9.2	35	9,2	Current and Future Requirements	Is there any limit of number of files on participants in submitting files for clearing ? Or Participants will be charged extra for additional files they are sending over the predefined limit ?	To be discussed during the detail requirement gathering stage	Functional
36	NPCI/RFP-ACH/09	Section 9.2	35	1	In addition to the production environment the bidder has to supply hardware, software, licenses etc.), Disaster Recovery (at different city), PR and High Availability environment (same site).	Can we assume both PR and HA environments are clustered to provide the expected high availability ? Or HA is a just a WARM standby	No change in the RFP term	Functional
37	NPCI/RFP-ACH/09	Section 9.2	36	4	Enabling Direct Corporate Access for participants.	Can we assume this Direct Corporate access connectivity is limited only to banks not to the corporate customers of the Bank?. If it is expected to provide corporate connectivity to other organizations directly where the liquidity will be maintained? Also can you please provide us the number of such direct connection participants to ACH to estimate the load of the participants.	RFP is clear with respect to requirements	Functional
38	NPCI/RFP-ACH/09	Section 9.2	36	ii	The future requirement is to process 20 million transactions per day, 4 million transactions per hour. The bidder need to give the hardware and software needed for this upgrade along with this proposal (without additional commercials). No application software cost.	Anexure 21 : Asking to price only for the current volume(10 Million trasnactions) requirement. Please confirm the volume to price as part of this response. Can we also assume this 20M projection is at the end of 6 years ?	RFP is clear with respect to requirements	Functional
39	NPCI/RFP-ACH/09	Section 9.5	39	2, h	Foreign inward remittances (Interface to Western Union Money transfer, Money Gram etc)	Can we assume Western Union and Money Gram will be the participants of the ACH system?. Is it fair to assume ACH will support only account based transfer and not cash based transfer ?	RFP is clear with respect to requirements	Functional
40	NPCI/RFP-ACH/09	Section 9.5	39	2, i	Cross border remittances (SAARC Countries) to start with ,Securities Transactions ,	Is it fair to assume this trasnactions will be trasnfered to beneficiary in the respective currency ? Or ACH has to conver the same to local currency ?	RFP is clear with respect to requirements	Functional
41	NPCI/RFP-ACH/09	Section 9.5	39	2,j	Postal Money Order.	Can you please provide the scenario on how it works as ACH may not have access to beneficiary as there is no account number involved in Postal Money Order?	RFP is clear with respect to requirements	Functional

42	NPCI/RFP-ACH/09	Section 9.5	39	2,k	Cheque based transactions	Can we assume this is the message files coming from the CTS system ? Does this mean the current CTS system will be shutdown in long run. If yes can you please provide us the image volumes to handle over the period of 6 years	RFP is clear with respect to requirements	Functional
43	NPCI/RFP-ACH/09	Section 9.5	39	2,l	Card Based Transactions	Can you please elaborate how a card based transaction will get into the ACH system. Typically it will go to the NFS to get authenticated and authorized	RFP is clear with respect to requirements	Functional
44	NPCI/RFP-ACH/09	Section 9.5	40	2,r	Clearing of NFC based small value payments	Can you please explain the scenario how the NFC based payments will be cleared through ACH ?. Typically these will be done the NFS	RFP is clear with respect to requirements	Functional
45	NPCI/RFP-ACH/09	Section 9.5	40	2,s	The payment service proposed by the National Payments Corporation of India (NPCI) to banks, financial institutions, using „Aadhaar“ number, the Unique Identification Authority of India (UIDAI) issued unique identification number shall be known as „Aadhaar Payment Bridge Solution“.	Can we treat Aadhaar Payment Bridge as a participant initiating Transactions ?. Who will provide the Aadhaar to account mapping when ACH received a payment to specific Aadhaar number?. Can we assume Aadhaar Number and the account mapping will be maintained at NPCI?. If yes how this repository will be populated?. Is it through the a batch dump from Aadhaar Payment Bridge for the Aadhaars which falls under NREGA ?.	To be discussed during the detail requirement gathering stage	Functional
46	NPCI/RFP-ACH/09	Section 9.5	43	19	Interface to national/international payment gateways - The proposed solution should support cross border and multi-currency transactions.	Are referring to the international ACH's here ?. If yes can we assume, ACH will forward the Txn as it is in the receiving currency to the beneficiary and receiver will convert it to local currency. Or if the conversion is going to happen in ACH who will provide the conversion rate ?	No change in the RFP content	Functional
47	NPCI/RFP-ACH/09	Section 9.5	43	21	Membership: Support for Direct/Indirect and sub-membership.	Can you please clarify on the sub membership ?	RFP is clear with respect to requirements	Functional
48	NPCI/RFP-ACH/09	Section 9.5	44	1	The Government Departments, User Institutions or Corporates prepares a transaction file and sends the same to the sponsor bank.	This is contradicting with the section 9.2, page 36,4 "Enabling Direct Corporate Access for participants."	RFP is clear with respect to requirements	Functional
49	NPCI/RFP-ACH/09	Section 9.5	45	13	Solution should be capable of supporting direct and secure connectivity / interfaces to Corporates, Government Agencies, Utility Companies, Post Office networks or any other Agencies.	Please clarify these transactions will be coming to ACH through a sponsor bank. If coming directly how the liquidity will be attached and how the banking relationship will be maintained. During registration process is there approvals to be collected from the sponsor bank for remitting the transactions directly ?. If sponsor bank doesn't have the visibility of what is coming from a direct participant how sponsor bank will maintain the liquidity ?	RFP is clear with respect to requirements	Functional

50	NPCI/RFP-ACH/09	Section 11	62		Risk management	There was another RFP released by NPCI from Fraud and Risk management. Can we integrate the ACH with that solution or we need to provide separate risk monitoring and Fraud prevention solution as part of this RFP ?	No change in the RFP term	Functional
51	NPCI/RFP-ACH/09	Annexure T14	113	2	Number of live site with 100 % transactions real time scoring implementation.	Can you please clarify what is meant bey 100% trasnactions realtime scoring implementation	Corrigendum will be issued	Functional
52	NPCI/RFP-ACH/09	General				Can we assume Network Infrastructre and the bandwidth associated with operating the ACH is outside the scope of this RFP ?	Network equipments and bandwidth are not part of scope of this RFP , all else needs to be considered as scoped.	Functional
53	NPCI/RFP-ACH/09	Section 12.3 Implementation of Project	66	12,3	It must be noted by the bidder that this is a high priority and time critical project. NPCI intends to implement ACH with back office within 2 years of signing of contract.	Is the 2 year time line for pilot go live with 5 banks as stated in section 16.6 line item 1 or for 2 banks as stated in page 64 line item 10. What kind of a timeline does NPCI expect to bring other banks on board?	Corrigendum will be issued	legal
54	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	88	16,9	9. Bidder should commit in writing that any functionality requirement based on the business and operating guidelines would be provided and the solution would be customized for the same.	Can these guidelines be shared with the bidder?	This will be taken with up with the successful bidder	Functional
55	NPCI/RFP-ACH/09	Annexure T15 ACH Functional Requirements	123		5. File upload download management	These have been crossed out. Is bidder not expected to provide any solution for those items?	No change in the RFP term	Functional
56	NPCI/RFP-ACH/09	Annexure T15 ACH Functional Requirements	123		6. UID & IIN Repository	These have been crossed out. Is bidder not expected to provide any solution for those items?	No change in the RFP term	Functional
57	NPCI/RFP-ACH/09	ACH Solution Application Software	131		Free Man Days Offered for all functionalities mentioned above (not included in TCO)	What is the purpose and how does NPCI propose to utilize those free man days? What are the skills expected?	No change in the RFP term	Others

58	NPCI/RFP-ACH/09	Section 13.1 DR Site.	67	13,1	This section describes, but does not limit to the services required for running the entire ACH Solution and other NPCI applications such as, Risk management, Fraud Management, Monitoring tools, MIS System etc. and hardware at the Primary Site, Disaster Recovery Site and Data Replication Site.	What is the location of DR site?	The location will be between Mumbai and Chennai	Others
59	NPCI/RFP-ACH/09		67	13,1	Software updates, patch management, security updates, data updates from one application to another application	Please clarify the kind of data updates expected here, also specify the frequency of such data updates	No change in the RFP term	Others
60	NPCI/RFP-ACH/09		67	13,1	I. Security	Please provide activities that vendor shall be required to perform for this item	No change in the RFP term	Others
61	NPCI/RFP-ACH/09		67	13,1	p. Application management including day – end, day-begin, month-end, year –end, periodic and daily backups.	Please provide the frequency and number of backups that will be required. We presume these will be iBidderemental data backs, please confirm	No change in the RFP term	Others
62	NPCI/RFP-ACH/09		69	13,1	Site structure per the Table	Please provide a list of activities expected for all the three levels L1/I2/L3	No change in the RFP term	Others
63	NPCI/RFP-ACH/09		68	13,1	Regulatory and other Compliance Reporting	Please detail what regulatory and compliance reporting shall be required	No change in the RFP term	Others
64	NPCI/RFP-ACH/09		67 & 68	13,1	The bidder has to provide remote expert technical support for any issues / bugs not resolved by onsite resource within specific time frame. Such support will also include DR drill etc.	NPCI will enable remote support, please confirm. Please provide details of 'Specific time frame' mentioned here.	No change in the RFP term	Others
65	NPCI/RFP-ACH/09	Section 13 Facility Management	67	13,1	The locations under the scope of Facility Management are Primary Site, and Disaster Recover Site. NPCI reserves the right to add, modify, delete in terms of scope proposed by bidder.	Where are the Primary site, HA site & DR sites located?	The location will be between Mumbai and Chennai	Others

66	NPCI/RFP-ACH/09	Section 14 Training	70	14,1	Bidder must ensure that adequate training is provided to NPCI Operations/Technical staff to handle first level maintenance.	Please provide the expected organization structure of NPCI that will be handling first level maintenance, also describe their responsibilities	No change in the RFP term	Others
67	NPCI/RFP-ACH/09	Section 14 Training	70	14	Bidder has to provide 1 week training every year on various aspect of solution as described in this chapter.	Training location shall be NPCI office in Mumbai. Please confirm	No change in the RFP term	Others
68	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	76	16,7	d. Payments for Facility Management		No change in the RFP term	Legal
69	NPCI/RFP-ACH/09				i. Payment of Facility Management will be done quarterly in arrears	i. Payment of Facility Management will be done quarterly in advance	No change in the RFP term	Legal
70	NPCI/RFP-ACH/09		87	16,8	34. Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	The percentages mentioned in these clauses are different (0.25%, 1% and 0.5%). Also, the cap mentioned varies from 5% to 10%. Please clarify	No change in the RFP term	Legal

71	NPCI/RFP-ACH/09		88	16,9	8. The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will attract penalty of 1% of the Purchase Order value per week. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	The percentages mentioned in these clauses are different (0.25%, 1% and 0.5%). Also, the cap mentioned varies from 5% to 10%. Please clarify	No change in the RFP term	Legal
72	NPCI/RFP-ACH/09	Section 16.12 Liquidated Damages		16,12	2. If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total price for the phase with a cap of 5% of the price agreed for the phase.	The percentages mentioned in these clauses are different (0.25%, 1% and 0.5%). Also, the cap mentioned varies from 5% to 10%. Please clarify	No change in the RFP term	Legal
73	NPCI/RFP-ACH/09	Section 6.1.5 Instruction to Bidders	18	6.1.5	Amendment of Bidding Documents 1. At any time prior to the deadline for submission of bids, NPCI may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.	However, the Bidder shall have the right to amend or withdraw its bid pursuant to amendments made by NPCI, if already submitted prior to such date, which shall not be a ground for forfeiture of any Earnest Money Deposit made by the Bidder.	No change in the RFP term	Legal
74	NPCI/RFP-ACH/09	Section 6.2 Preparation of Bid	20	6,2	1. Prices quoted in the bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.	1. Prices quoted in the bid should exclude all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.	No change in the RFP term	Legal

75	NPCI/RFP-ACH/09	Section 6.2.2 Earnest Money Deposit (EMD) /Bid Security	20	6.2.2	1. The Bidder shall submit Earnest Money Deposit of Rs.25 Lakhs (Rupees Twenty Five Lakhs only) in the form of a Demand Draft / Pay order from a scheduled commercial bank in India in favor of “National Payments Corporation of India” payable at “Mumbai” valid for 6 months from the date of opening of bid, or by way of a Bank Guarantee valid for six months as per format in Annexure E2 or E3.	1. The Bidder shall submit Earnest Money Deposit of Rs.25 Lakhs (Rupees Twenty Five Lakhs only) or 5% of the total contract value, whichever is lower, in the form of a Demand Draft / Pay order from a scheduled commercial bank in India in favor of “National Payments Corporation of India” payable at “Mumbai” valid for 6 months from the date of opening of bid, or by way of a Bank Guarantee valid for six months as per format in Annexure E2 or E3.	No change in the RFP term	Legal
76	NPCI/RFP-ACH/09	Section 6.2.3 Return of EMD	20	6.2.3	2. EMDs /Bank Guarantees furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.	2. EMDs /Bank Guarantees furnished by all unsuccessful Bidders will be returned within 30 days of the non award of the bid	No change in the RFP term	Legal
77	NPCI/RFP-ACH/09	Section 6.2.4 Forfeiture of EMD	21	6.2.4	7. If the successful Bidder fails to sign the contract or, agreements or any other documents mentioned in this RFP document or deemed necessary by NPCI or furnish performance security and other guarantee(s) or security in the form and manner to the satisfaction of NPCI. Any decision in this regard by NPCI shall be final, conclusive and binding on the Bidder.	7. If the successful Bidder fails to sign a mutually agreeable contract or, agreements or any other documents mentioned in this RFP document or deemed necessary by NPCI or furnish performance security and other guarantee(s) or security.	No change in the RFP term	Legal

78	NPCI/RFP-ACH/09	Section 6.2.6 Extension of Period of Validity	22	6.2.6	In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD / Bank Guarantee and the bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security	In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. The EMD / Bank Guarantee and the bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.	No change in the RFP term	Legal
79	NPCI/RFP-ACH/09	Section 6.3.10 Modifications and Withdrawal of Bids	26	6.3.10	2. No bid will be modified after the deadline for submission of bids	No bid will be modified after the deadline for submission of bids except as mentioned under clause 6.1.5.1.	No change in the RFP term	Legal
80	NPCI/RFP-ACH/09	Section 16.5 Taxes and Duties	75	16.5 (i)	• All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.	• All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment. NPCI shall provide the Bidder with appropriate receipts and other applicable documentation for any taxes so withheld and paid by NPCI to the applicable taxing authority on behalf of the Bidder.	No change in the RFP term	Legal
81	NPCI/RFP-ACH/09	Section 16.6 Acceptance & Sign-off Procedure	75	16,6	Acceptance & Sign-off Procedure			
82	NPCI/RFP-ACH/09			3	3. NPCI will communicate, within a period of 15 days from initiation of review of deliverables, to the bidder of any gap found during such review for appropriate rectification / implementation	3. NPCI will communicate, within a period of 15 days from initiation of review of deliverables, to the bidder of any gap found during such review for appropriate rectification / implementation, so that they are in compliance with the agreed specifications.	No change in the RFP term	Legal
83	NPCI/RFP-ACH/09	Section 16.7 Payment Terms	76	16,7	d. Payments for Facility Management			Others
84	NPCI/RFP-ACH/09			i	i. Payment of Facility Management will be done quarterly in arrears.	All payments shall be due on the receipt of the invoice and shall be payable by NPCI within 30 days of the receipt of the invoice. If NPCI fails to make the payment within the specified period, then NPCI shall be liable to pay a late payment fee on the amount outstanding, @ 2% of the late amount per month or portion thereof calculated on the number of days the payment is received late.	No change in the RFP term	Legal

85	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	76	16,8	General Terms and Conditions			
86	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	75	1	1. NPCI reserves the rights to amend, modify, add, delete, or cancel in part or full any conditions or specifications of RFP document, at any time during the tender process, without assigning any reason for such actions. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation processes.	1. NPCI reserves the rights to amend, modify, add, delete, or cancel in part or full any conditions or specifications of RFP document, at any time during the tender process, without assigning any reason for such actions. However, the Bidder shall have the right to amend or withdraw its bid pursuant to amendments made by NPCI, if already submitted prior to such date, which shall not be a ground for forfeiture of any earnest money deposit made by the bidder. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation processes.	No change in the RFP term	Legal
87	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	76	6	6. The bid and all supporting documentation submitted by the Bidders shall become the property of NPCI. The supporting documents provided by bidders would be kept confidential and will be used for evaluation and other purpose as deemed necessary.	6. The bid and all supporting documentation submitted by the Bidders remains the property of the bidder. The supporting documents provided by bidders would be kept confidential and will be used for evaluation only	No change in the RFP term	Legal

88	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	76	10	10. The Bidder shall provide, to NPCI, for the software required for ACH as a part of this project, regardless of the form or location of such software, and including the source code of the customizations done for NPCI, object code and all related materials such as but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation [all of which will be made available to NPCI with all updates and changes thereto] [a] an exclusive, perpetual, worldwide, irrevocable, fully paid up license; [b] for unlimited and unfettered use for or in relation to NPCI operations by NPCI for any purpose whatsoever, and without any limitations whatsoever, such as but not limited to the number of software units, licenses, copies, devices, transactions, host interfaces, users , CPU,	10. The Bidder shall provide, to NPCI, for the software required for ACH as a part of this project, regardless of the form or location of such software, object code and all related materials identified in the scope of work, such as but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation [all of which will be made available to NPCI with all updates and changes thereto] [a] a non exclusivelicense; [b] for use only for NPCI's internal purposes Software programs are owned by the Bidder, one of its subsidiaries, or a third party and are copyrighted and licensed (not sold). In respect of software programs that are modified, custom built or developed for NPCI, all rights, including all intellectual property rights, use of such programs shall be as mutually agreed by the parties in a separate definitive agreement. Under each license, Bidder authorizes NPCI to: a. use the software's machine-readable portion on only the designated machine. If the designated machine is inoperable, NPCI may use another machine temporarily. If the designated machine cannot assemble or compile the software, NPCI may assemble or compile the software on another machine. If NPCI changes a designated machine previously identified to Bidder, NPCI agrees to notify Bidder of the change and its effective date; b. use the software to the extent of authorizations NPCI has obtained; c. make and install copies of the software, to support the level of use authorized, provided NPCI reproduces the copyright notices and any other legends of ownership on each copy or	No change in the RFP term	Legal
89	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	11	11. The aforesaid shall also apply in respect of other software products procured by Bidder and for supply and license to NPCI, except that NPCI does not require, in respect of the same, source code access or modification	11. The aforesaid shall also apply in respect of other software products procured by Bidder and for supply and license to NPCI	No change in the RFP term	Legal
90	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	12	12. NPCI reserves the right to use and transfer of all the software licenses to any of its subsidiaries or group companies at no additional cost and without the imposition of any conditions for such transfer	Not acceptable	No change in the RFP term	Legal

91	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	13	13. NPCI reserve the right to give access / provide interfaces to banking and non-banking entities for the business verticals mentioned in this document or any other vertical which wholly or partially use this infrastructure with any additional cost / license.	Not acceptable	No change in the RFP term	Legal
92	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	14	14. NPCI reserve the right to inspect bidder location(s) or any other location(s) and interact with the staff where the work relating to this project is being done.	14. Subject to clause 26 of this RFP, NPCI reserve the right to inspect bidder location(s) and interact with the staff where the work relating to this project is primarily being done.	No change in the RFP term	Legal
93	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	15	15. The Bidder represents and agrees that the Bidder shall be solely responsible for the performance of the obligations with respect to the Software in accordance with the specifications, meeting of service level standards and rectification of errors and defects in the Software.	15. The Bidder represents and agrees that the Bidder shall be solely responsible for the performance of the obligations with respect to the Software in accordance with the agreed specifications, meeting of service level standards and rectification of Defects ("any non compliance with the agreed specifications") in the Software.	No change in the RFP term	Legal
94	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	17	17. All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.	17. All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them amicably within fifteen days of the date of notice thereof, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. The arbitration will be conducted in Mumbai. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.	No change in the RFP term	Legal

95	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	18	18. The Bidder shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill its obligation under this RFP.	18. The Bidder shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill its obligation under this RFP. However, the bidder shall not be responsible for any concealment and misrepresentation of information by NPCI	No change in the RFP term	Legal
96	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	19	19. Bidder will have to provide the annual cost of facility management for individual business lines of NPCI, with the details such as number of resources and organization structure of the FM team. NPCI reserves the rights to cancel full or part of FM services by the bidder after completion of one year of FM services.	19. Bidder will have to provide the annual cost of facility management for individual business lines of NPCI, with the details such as number of resources and organization structure of the FM team	No change in the RFP term	Legal
97	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	77	20	20. Order Cancellation 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;	NPCI reserves its right to cancel the order if a bidder intentionally makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or conceals or suppresses material information. In case of order cancellation, NPCI agrees to pay all charges for the services and any products and deliverables delivered by the bidder up to the date of cancellation, and any reimbursable expenses incurred by the bidder through such cancellation	No change in the RFP term	Legal

98	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	78	21	<p>21. Compliance with Applicable Laws</p> <p>The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Agreement and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be</p>	<p>The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable to them and, their business as provider of information technology services, their employees or their obligations towards them and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any fines and penalties that are imposed by a government for failure or omission on its part to do so and all other statutory obligations arising there from.</p> <p>The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., that the Bidder is statutorily required to obtain for any of the purposes of this Agreement or for the conduct of their own business under any Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/representatives/agents from and against all fines and penalties that are imposed by the government authorities for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder. NPCI shall comply with laws applicable to it.</p>	No change in the RFP term	Legal
99	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	78	22	<p>22. TechnoBidderl Advancement</p> <p>The Bidder will be expected to replace and/or upgrade NPCI's technology infrastructure on an on-going basis to avoid technoBidderl obsolescence. Also, the Bidder has to ensure that any items that are End-of-Life/End-of-Support are replaced by new products even before the refresh cycles</p>	<p>The Bidder will be expected to replace and/or upgrade NPCI's technology infrastructure on an on-going basis to avoid technoBidderl obsolescence. Also, the Bidder has to ensure that any items that are End-of-Life/End-of-Support are replaced by new products even before the refresh cycles. NPCI agrees to pay the additional applicable charges for all the replacements and upgrades under this clause.</p>	No change in the RFP term	Legal

100	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	78	23	<p>23. Representation and Warranties</p> <p>The Bidder represents to NPCI that it is competent and eligible under its Chapter / Memorandum of Association and Articles to undertake the business of this agreement and accordingly it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP (agreement). The Bidder represents that all software, hardware and infrastructure material to be supplied by the Bidder shall meet the execution, delivery and performance standards of the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for NPCI, after taking into consideration the effort and resources estimated for implementation of the same. If any services, functions or</p>	<p>The Bidder represents to NPCI that it is competent and eligible under its Chapter / Memorandum of Association and Articles to undertake the business of this agreement and accordingly it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of the Agreement.</p> <p>The Bidder represents that</p> <ul style="list-style-type: none"> (a) all software shall conform to the agreed specifications (b) hardware and infrastructure material to be supplied by the Bidder shall be free from defects in materials and workmanship and conform to its specifications; and (c) the services shall be performed with reasonable care and skill <p>The Bidder shall be required to independently arrive at a solution, which is suitable for NPCI, after taking into consideration the effort and resources estimated for implementation of the same.</p> <p>Any services, functions or responsibilities not specifically described in this Agreement are an inherent or necessary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this Agreement, they shall be provided on mutually agreed terms and conditions.</p> <p>The Bidder represents that the documentation to be provided to NPCI shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with reasonable skill and care. The Bidder represents and undertakes to obtain and maintain validity throughout the project, of all appropriate registrations permissions and</p>	No change in the RFP term	Legal
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101	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	81	25	<p>25. Indemnity</p> <p>The Bidder hereby indemnifies, protects and saves NPCI and holds 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 (i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory</p>	<p>The Bidder hereby indemnifies, protects and saves NPCI and holds NPCI harmless from and against all costs, damages and, expenses (including reasonable attorney fees), relating to or resulting directly or indirectly from infringement of any third party patent or, copyrights in respect of all deliverables provided by the Bidder under this agreement to fulfil the scope of this project, (v) claims for unpaid benefits made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder for which Bidder is legally liable, under this contract, (vi) breach of non-disclosure and misappropriation obligations of the Bidder, (vii) actual bodily injury or loss of damage to real property or tangible personal property caused due to gross negligence solely attributable to the Bidder or by any agency, contractor, sub- contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement. The Bidder shall indemnify NPCI against the foregoing provided that (i) NPCI notifies the Bidder in writing immediately on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, , and (iii) NPCI cooperates with the Bidder in the defense and any related settlement negotiations</p> <p>NPCI hereby indemnifies, protects and saves the Bidder and holds Bidder harmless from and against all costs, damages and expenses (including reasonable attorney fees) that a court finally awards or that are included in a settlement approved by NPCI, relating to or resulting from (i) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by NPCI, under this contract and for which NPCI is legally liable, (ii) breach of non disclosure and misappropriation</p>	No change in the RFP term	Legal
102	NPCI/RFP-ACH/09				Same as above	a. Non-compliance of the Bidder with Applicable Laws / Relevant Governmental Requirements	No change in the RFP term	Legal

103	NPCI/RFP-ACH/09				Same as above	<p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover direct damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities insofar as such claims are made under the conditions as given above.</p> <p>Bidder shall indemnify, protect and save NPCI against, costs, damages, and expenses, action, suits and other proceedings, that are finally awarded by the court of competent jurisdiction or included a settlement approved by the Bidder, resulting from misappropriation of any third party trade secrets or infringement of any third party patent, or copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipments or other systems supplied by them to NPCI source under this agreement, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however, (i) the Bidder has sole control of the defence and all related settlement negotiations (ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages or the amounts included in the settlement approved by the Bidder and shall exclude indirect, consequential and incidental damages and compensations.</p>	No change in the RFP term	Legal
104	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	83	26	<p>26. Inspection and Audit</p> <p>All the Bidder records with respect to any matters covered by this Agreement shall be made available to NPCI or its designees, RBI authorities or any other regulatory authority at any time during normal business hours, as often as NPCI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination.</p>	<p>Inspection Record</p> <p>All the Bidder records with respect to any matters covered by this Agreement and that are statutorily required shall be made available to NPCI or its designees, RBI authorities or any other regulatory authority at any time during normal business hours, upon at least 30 days prior written notice, to audit and, examine the accuracy of the charges levied by the Bidder for past twelve months' activities. The said records are subject to examination by such statutory authorities.</p>	No change in the RFP term	Legal

105	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	83	26	<p>Monitoring and Audit</p> <p>Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of NPCI. The periodicity of these audits will be decided at the discretion of NPCI. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that NPCI deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford NPCI's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide NPCI</p>	<p>Compliance with agreed security practices may be monitored by periodic computer security audits performed by or on behalf of NPCI. The periodicity of these audits will be decided mutually by the Bidder and NPCI but shall not occur more than once in each calendar year and shall be conducted expeditiously, efficiently and shall be limited to the previous twelve month' activities. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that NPCI and the Bidder mutually deems it necessary to carry out a program of inspection and audit for Bidder's compliance with security obligations agreed to protect confidentiality, integrity, and availability of data, the Bidder may, subject to mutually agreed terms and conditions, afford NPCI's representatives limited access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel.</p> <p>The audit shall be subject to a prior written notice of 30 days. Bidder's relevant records with respect to any matters covered by this Agreement shall be made available to NPCI or its designees, Statutory and regulatory authorities at any time during normal business hours, to audit or, examine, relevant data to verify the accuracy of charges levied by the Bidder in the past twelve months activities. Said records are subject to examination. NPCI's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to NPCI, which would be used by NPCI only for its internal purposes. The cost of the audit will</p>	No change in the RFP term	Legal
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106	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	84	26. Inspection and Audit (Sensitive Information)	<p>Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.</p> <p>Types of sensitive information that will be found on NPCI systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.</p>	<p>"Confidential Information" shall mean any information that is marked confidential with a restrictive legend of the disclosing party or if not so marked or is disclosed orally, is identified as confidential at the time of disclosure. Confidential Information considered sensitive must be protected by the receiving party from unauthorized disclosure, using the same care as it uses to protect its own similar information but no less a reasonable care. The receiving party may disclose the Confidential Information to its employees who have a need-to-know such information for the purposes of this agreement provided that all such employees have agreed in writing to comply with the confidentiality obligations contained in this agreement.</p> <p>Types of Confidential information that will be found on NPCI systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.</p> <p>Confidential Information shall not include any information that is (a) already in the possession of the receiving party without obligation of confidentiality; (b) developed independently by the receiving party; (c) obtained from a source other than the disclosing party without obligation of confidentiality; (d) publicly available when received, or subsequently becomes publicly available through no fault of the receiving party; or (e) disclosed by the disclosing party to another without obligation of confidentiality.</p> <p>The receiving party will comply with all applicable export and import laws and regulations, including associated embargo and</p>	No change in the RFP term	Legal
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107	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	85	26. Inspection and Audit (Privacy and Security Safeguard)	<p>The Bidder shall not publish or disclose in any manner, without NPCI's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NPCI location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NPCI data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NPCI's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NPCI location.</p>	<p>The Bidder shall not publish or disclose in any manner, without NPCI's prior written notice, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NPCI location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NPCI data and sensitive application software. The Bidder shall also endeavour to ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NPCI's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NPCI location.</p>	No change in the RFP term	Legal
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108	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	85	27. Bidder's Liability	<p>The Bidder's aggregate liability in connection with obligations undertaken as a part of the Project 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. The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>NPCI shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this Agreement.</p> <p>In no event shall either party be liable for any indirect, incidental or consequential damages or</p>	<p>The Bidder's aggregate liability in connection with obligations undertaken as a part of the Project 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. This is the maximum for which the Bidder, its employees, subcontractors and program developers are collectively liable.</p> <p>The Bidder's liability in case of claims against NPCI resulting from negligence of the Bidder, its employees which causes actual bodily injury or damage to real property or tangible personal property or from infringement of patents or copyrights of a third party or breach of confidentiality obligations shall be unlimited.</p> <p>NPCI shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this Agreement to the extent such use is in accordance with the instructions given by the Bidder or such third party.</p> <p>In no event shall either party be liable for any loss of, or damage to, data, indirect, incidental, exemplary, special or consequential damages or liability, lost profits, business, revenue, goodwill, or anticipated savings under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, even if informed of their possibility, third party claims (other than those relating to patent and copyright infringement indemnity or actual bodily injury/real property damage or tangible personal property</p>	No change in the RFP term	Legal
109	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	86	29	<p>29. NPCI requires license</p> <ol style="list-style-type: none"> 1. Banks / financial institution / service providers/No.of users/other participants of the system. 2. Number of transactions/products etc. 3. Number of batches / files 4. Number of Interfaces 5. Number of corporate 6. Number of internal processes 7. File formats 8. Number of CPU, size of memory etc. <p>In addition of above NPCI also seeks SDK and API of ACH for customization and development on ACH.</p>	<p>29. NPCI requires license on the following:</p> <ol style="list-style-type: none"> 1. Banks / financial institution / service providers/No.of users/other participants of the system. 2. Number of transactions/products etc. 3. Number of batches / files 4. Number of Interfaces 5. Number of corporate 6. Number of internal processes 7. File formats 8. Number of CPU, size of memory etc. 	No change in the RFP term	Legal

110	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	86	30	30. Warranty of Hardware and Operating System will start after delivery and acceptance of the same	30. Warranty of Hardware and Operating System will start after delivery and installation of the same	No change in the RFP term	Legal
111	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	86	33. Annual Maintenance Contract (AMC)	<p>1. The AMC rate for hardware and Operating System can be maximum of 10% of cost of hardware and Operating System inclusive of all taxes.</p> <p>2. AMC rate for application software can be maximum of 12% of the application software cost inclusive of all taxes. Software includes database, and all application software. AMC includes the following services:</p> <p>i. The AMC (for ACH and related applications) of the software would include all patches, upgrades, new version release, and maintenance support for database and the applications.</p> <p>ii. Support will be mission critical 24x7x365 with on-site engineers for hardware and software during warranty period.</p> <p>iii. Proactive and preventive measures are to be a part of the AMC.</p> <p>iv. Maintenance under this agreement shall cover, inter</p>	<p>1. The AMC rate for hardware and Operating System can be maximum of 10% of cost of hardware and Operating System exclusive of all taxes.</p> <p>2. AMC rate for application software can be maximum of 12% of the application software cost exclusive of all taxes. Software includes database, and all application software. AMC includes the following services:</p> <p>i. The AMC (for ACH and related applications) of the software would include all patches, and maintenance support for database and the applications and upgrades, new version releases at applicable charges.</p> <p>ii. Support will be mission critical 24x7x365 with on-site engineers for hardware and software during warranty period.</p> <p>iii. Proactive and preventive measures are to be a part of the AMC.</p> <p>iv. Maintenance under this agreement shall cover, inter alia, free provision of such spares, parts, kits, software upgrades, version upgrades at additional charges agreed between the parties to ensure that the equipments function in a trouble-free manner. Bidder shall correct any faults and failures in the equipments and shall repair and replace worn out defective parts of the equipments 24 hours a day, 7 days a week. In cases where unserviceable parts of the Equipment need replacement on account of product malfunction caused by circumstances solely attributable to the Bidder, Bidder shall replace such parts</p>	No change in the RFP term	Legal

112	NPCI/RFP-ACH/09	Section 16.8 General Terms and Conditions	87	34	34. Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	Amount of 0.25% of the effected Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines due to reasons solely attributable to the Bidder with a cap of 10% of the Purchase Order value. If the liquidated damages are more than 5% of the effected Purchase Order value and such an event qualifies to be a material breach of the contract, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances. NPCI shall be entitled to claim liquidated damages only for critical delays by the Bidder which have been identified separately under this contract. Liquidated damages shall be NPCI's sole and exclusive remedy for all delays under the contract until it reaches quantum of 10% of the effected purchase order, and shall be capped in accordance with the Limitation of liability clause.	No change in the RFP term	Legal
113	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	87	16,9	6. NPCI reserve the right to alter quantities of items specified in the Bill of Material.	6. Subject to a reasonable prior written notice to the Bidder, NPCI reserve the right to alter quantities of items specified in the Bill of Material.	No change in the RFP term	Legal
114	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	87	16,9	8. The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will attract penalty of 1% of the Purchase Order value per week. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	8. The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will penalty liquidated damages of 1% of the effected Purchase Order's value per week. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	No change in the RFP term	Legal

115	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	88	16,9	10. NPCI proposes to involve its employees at all the stages of the installation and implementation of the ACH solution and integration with other applications. The selected Bidder must provide training to NPCI's software developers on system fundamentals, Operating Systems, application software, databases, etc. They will also be trained in fault diagnosis and first line support. The training must be intensive and extensive enough to enable the NPCI's software staff to maintain all software related to ACH Solution and other software with minimal support from the bidder. Bidder must provide complete training plan for ACH solution and other software. The training must be provided on site and training manuals/CDs must be provided.	10. NPCI proposes to involve its employees at all the stages of the installation and implementation of the ACH solution and integration with other applications provided that such involvement shall not cause any hindrance and unnecessary interference in Bidder's activities. The selected Bidder must provide training to NPCI's software developers on system fundamentals, Operating Systems, application software, databases, etc. They will also be trained in fault diagnosis and first line support. The training must be intensive and extensive enough to enable the NPCI's software staff to maintain all software related to ACH Solution and other software with minimal support from the bidder. Bidder must provide complete training plan for ACH solution and other software. The training must be provided on site and training manuals/CDs must be provided.	No change in the RFP term	Legal
116	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	88	16,9	18. NPCI reserves the right not to procure system upgrade from the bidder. In case of upgrade NPCI will have the right to renegotiate the rates (depending on the prevailing rates) and go in for higher configurations (as per the technoBidderl developments at	18. NPCI reserves the right not to procure system upgrade from the bidder. In case of upgrade NPCI will have the right to renegotiate the rates (depending on the prevailing rates) and go in for higher configurations (as per the technoBidderl developments at that time) in accordance with the agreed change control mechanism.	No change in the RFP term	Legal
117	NPCI/RFP-ACH/09	Section 16.9 Technical Terms and Conditions	88	16,9	19. NPCI has the right to levy penalty for non-availability of system over and above the permitted downtime in a month. The penalty will be levied @ Rs 20,000/- for 20 minutes or part thereof, over and above the permitted downtime for every incident on	19. NPCI has the right to levy penalty for non-availability of system over and above the permitted downtime in a month. The penalty will be levied @ Rs 20,000/- for 20 minutes or part thereof, over and above the permitted downtime for every incident on monthly basis. Such amount levied shall be in the nature of liquidated damages.	No change in the RFP term	Legal

118	NPCI/RFP-ACH/09	Section 16.11 Termination of Contract	90	16.11 (a)	(a) For Convenience NPCI by written notice sent to the 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 performance of the bidder under the contract is terminated and the date upon which such termination become effective.	(a) For Convenience NPCI by written notice sent to the Bidder may terminate the contract in whole at any time, after the initial [please insert number] month period following the commencement date, for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience and the date upon which such termination become effective. In case of termination for convenience under this clause, NPCI shall be liable to pay the applicable termination fees, the total charges due for the deliverables and services delivered until the effective date of termination and any other reimbursable or other reasonable costs and expenses incurred by the Bidder through such termination.	No change in the RFP term	Legal
119	NPCI/RFP-ACH/09	Section 16.11 Termination of Contract	90	(b)	(b) For Insolvency NPCI may at any time terminate the contract by giving written notice to the Bidder, if the Bidder closes its office in India or becomes bankrupt or insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to NPCI.	(b) For Insolvency NPCI may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or insolvent. In this event, termination will be with compensation to the Bidder in line with clause (c) below, provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to NPCI.	No change in the RFP term	Legal

120	NPCI/RFP-ACH/09	Section 16.11 Termination of Contract	90	(c)	<p>(c) For Non-performance NPCI reserves its right to terminate the contract in the event the Bidder repeatedly fails to deliver in accordance with the scope of work given in the Contract.</p>	<p>(c) For Material Breach Either party reserves its right upon providing notice to the other party, to terminate the contract in the event the other party commits material breach of this Contract and fails to cure such breach within and fails to cure such breach within 30 days from the date of receipt of such notice. Upon termination, NPCI agrees to pay the Bidder for all charges for the services and any products and deliverables delivered by the Bidder up to the effective date of termination, and reimbursable expenses incurred by the Bidder through such termination.</p> <p>For Non Payment of Dues If any amount due and payable by NPCI under the contract is more than [please insert number] days overdue; and there is no dispute between NPCI and the Bidder in relation to that amount, the Bidder may issue to NPCI a notice that payment is overdue. If NPCI fails to pay the Bidder within [please insert number] days after the date of the such notice, the Bidder may by a further notice to NPCI terminate the contract or at its election withdraw services or stop performance of its obligations until payment is made. If the Bidder terminates this contract under this clause, NPCI shall pay the Bidder for all charges for the services and any products and deliverables delivered by the Bidder up to the effective date of termination, and reimbursable expenses incurred by the Bidder through such termination.</p>	No change in the RFP term	Legal
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121	NPCI/RFP-ACH/09	Section 16.12 Liquidated Damages	90	16,12	<p>1. Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:</p> <p>2. If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total price for the phase with a cap of 5% of the price agreed for the phase.</p> <p>3. If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be</p>	<p>1. Due to any critical delay caused by the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:</p> <p>2. If the deliverables are delayed or not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI due to reasons solely attributable to the Bidder the Bidder shall be liable to pay 0.5% of the total price for the phase for each week of delay.</p> <p>3. If the deliverables are not in compliance with the agreed specifications , the Bidder shall rectify the Defects. If the Defects as stated in the Notice by NPCI are not rectified by the Bidder, due to reasons solely attributable to such Bidder, within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI resulting in critical delay, the Bidder shall be liable for liquidated damages for an amount equal to 0.5% of the total price for the phase for each week of delay,</p> <p>4. The total cumulative amount of liquidated damages for all delays under this Contract shall not exceed 5% of the total value of the contract.</p> <p>5. NPCI shall be entitled to claim liquidated damages only for critical delays by the Bidder which have been identified separately under the agreement. Liquidated damages shall be NPCI's sole and exclusive remedy for all such delays and shall be capped in accordance with the limitation of liability clause.</p>	No change in RFP content	Others
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122	NPCI/RFP-ACH/09	Section 16.13 Force Majeure	91	1	1. Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving NPCI or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.	1. Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for liquidated damages or termination for material breach if and to the extent that it's delay in performance or other failure to perform its non monetary obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the reasonable control of either party and not involving NPCI or bidder's fault or negligence and not reasonably foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, acts or regulations of government bodies, court orders, strikes, pandemics, lockouts, labour difficulties fire, flood, earthquake, natural disasters etc.	No change in the RFP term	Legal
123	NPCI/RFP-ACH/09	Section 16.13 Force Majeure	91	2	2. If force majeure situation arises, the bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the bidder shall continue to perform its obligations under contract as far as possible.	2. If force majeure situation arises, the effected party shall promptly notify the other party in writing of such condition and cause thereof.	No change in the RFP term	Legal
124	NPCI/RFP-ACH/09	Section 16.13 Force Majeure	91		Addition Required	3. Delays in delivery or in meeting completion dates due to Force Majeure will automatically result in extension of completion dates for a period equal to the duration of such events, plus an additional period of time that is reasonable under the circumstances.	No change in the RFP term	Legal
125	NPCI/RFP-ACH/09	Section 16.13 Force Majeure	91		Addition Required	4. If the recommencement of services requires the successful bidder to incur additional expense, such recommencement shall be subject to the agreement of the parties on payment of associated charges. However, NPCI shall not be relieved from its payment obligations in relation to the goods or services already delivered by the successful bidder due to Force Majeure.	No change in the RFP term	Legal

126	NPCI/RFP-ACH/09	General				<p>Bidder wishes inclusion of the following missing clauses in this Agreement:</p> <p>Non Exclusivity: Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.</p> <p>Title, Risk of Loss and Insurance: Equipment becomes the property of NPCI upon payment of all amounts due for the equipment.</p> <p>The Bidder shall bear the risk of loss or damage in equipment up to the time it is delivered to the bidder-designated carrier for shipment to NPCI or its designated location. Thereafter, NPCI shall assume the risk.</p> <p>Equipment will be covered by insurance, arranged and paid for by the Bidder for NPCI, covering the period until it is delivered to NPCI or its designated location. In the event of any loss, damage, breakage or leakage or any shortage, NPCI must report the loss or damage in writing to the Bidder within 10 business days of delivery and follow the applicable claim procedure.</p>	No change in the RFP term	Others
127	NPCI/RFP-ACH/09	Section 9.2 Current and Future Requirements	35	9,2	"to process 10 million transactions per day and 2 million transactions per hour with peak CPU and Hard-Disk utilization not crossing 50%"	<p>Technically it is not possible to keep the "peak" utilisation of CPU & Hard-disk to 50% without throttling the applications (something not desirable). A CPU bound process will take CPU utilisation towards 100% (even if the peak last for short time). Please revise this to be read as "average" utilisation. Alternately suggest "to process 4 million transactions per hour" without any mention of CPU & Disk utilisation.</p>	No change in the RFP term	Functional
128	NPCI/RFP-ACH/09	Section 9.2 Current and Future Requirements	35	9,2	High Availability Environment / Setup	Requirements of High Availability Setup is not clearly articulated. Please elaborate. Is it a failover server for production server sharing common storage? Or Is it complete replica of all the hardware (servers, storage, SAN) in Production setup?	No change in the RFP term	Functional
129	NPCI/RFP-ACH/09	Section 13.1 Facility Management	67	13,1	Facilities Management	Refers to "Data Replication Site". Please elaborate.	PR and HA will be one site , DR will be one site	Others
130	NPCI/RFP-ACH/09	Section 15.5 Load Testing and Stress Testing	73	15,5	Load Testing & Stress Testing	On what infrastructure Load Test & Stress Testing is to be executed? Is it on production setup? Who will design & run the "test cases" ? Who will provide tools and scripts for running tests?	No change in the RFP term	Functional
131	NPCI/RFP-ACH/09	Section 16.8 General Terms & Conditions	75	22	TechnoBidderI Advancement	The clause is vague. No clear criteria for replacement is mentioned. Can we assume that only the products where support is discontinued, need to be replaced? Can we also assume that NPCI will pay for the new items supplied?	No change in the RFP term	Legal
132	NPCI/RFP-ACH/09	Section 16.8 General Terms & Conditions	86	30	Warranty of Hardware and Operating System will start after delivery and acceptance of the same by NPCI.	What is the criteria for acceptance of Hardware & Operating System.	This will be discussed with the successful bidder	Others

133	NPCI/RFP-ACH/09	Section 16.8 General Terms & Conditions	86	32	Bidder must give a warranty of one year for the solution implemented (including hardware and software)	Most hardware today is bundled with 3 year warranty.It is not possible to de-bundle last 2 years warranty. Request you to change the section to read "3 years warranty for hardware". For hardware that does not come with 3 years warranty, vendor can add 2 years AMC.	No change in the RFP term	Legal
134	NPCI/RFP-ACH/09	General			Network	Please confirm that Local Area Network (Ethernet switches, load balancers), network security devices, Wide Area Network (Routers, modems, WAN links with sufficient bandwidth) will be provided by NPCI.	Network equipments and bandwidth are not part of scope of this RFP , all else needs to be considered as scoped.	Others
135	NPCI/RFP-ACH/09	General			Infrastructure for Development, Quality Assurance, User Acceptance Test, Performance test	No details are provided for all these environments. Do we assume that the infrastructure for these environments are not required?	No change in the RFP term	Others
136	NPCI/RFP-ACH/10	2.2. Objective of RFP	12		...expected to process file based low value high volume transactions..'	Are the Banks the only source of origin of the files? How does this system then compare / relate with the SFMS implemented by IDRBT?	Refer to Chapter No.9	Functional
137	NPCI/RFP-ACH/10	3.0 Scope of Work	14	3	Interfacing with NPCI existing and proposed systems as under: i. Fraud and Risk Monitoring and Management System. ii. Dispute Resolution Management System iii. ACH Mandate Management System (AMMS) iv. Aadhaar Payment Bridge System (APBS)	Can NPCI provide details as below for these systems: - Functional details of the apps - Deployment details - Current status of apps - Deployed, underway etc - Technology stack	This will be taken with successful bidder	SOW
138	NPCI/RFP-ACH/10	5.1 Eligibility Criteria	16		The invitation to bid is open to all the Bidders who are software IP Owners as well as those who are bidding as System Integrators and qualify the Eligibility Criteria as given below:	Please confirm if the below clause is applicable to the IP owner specifically or the Bidder as well - our assumption is stated alongside. d) Proposed solution must have at least one live site processing at least 2 million transactions a day as peak ACH transaction volume. - IP owner	No change in the RFP term	Eligibility
139	NPCI/RFP-ACH/10					This being a solution involving possible tie ups with a combination of IP owners and other 3rd parties request NPCI to consider an extension of at least 4 weeks for submission from the current date (Up to 26th Oct)	No Change in the RFP Terms	Eligibility
140	NPCI/RFP-ACH/10	General Terms and Conditions	86	16,8	Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value,	We would like these to be revisited and discussed at a later stage decided mutually post the contract.	No Change in the RFP Terms	Legal

141	NPCI/RFP-ACH/10	Technical Terms and Conditions	86	16,9	The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will attract penalty of 1% of the Purchase Order value per week.	We would like these to be revisited and discussed at a later stage decided mutually post the contract.	No Change in the RFP Terms	Others
142	NPCI/RFP-ACH/10	Technical Terms and Conditions	87	16,9	NPCI has the right to levy penalty for non-availability of system over and above the permitted downtime in a month. The penalty will be levied @ Rs 20,000/- for 20 minutes or part thereof, over and above the permitted downtime for every incident on	We would like these to be revisited and discussed at a later stage decided mutually post the contract.	No Change in the RFP Terms	Legal
143	NPCI/RFP-ACH/12	RFP	74	16,3	Within 60 days of receipt of Notification of Award the successful Bidder shall execute the Contract with NPCI. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award	The contract will be signed for 3years+ 5 Years in one go or maintenance and support contract will be signed after warranty support?	No change in the RFP term	Legal
144	NPCI/RFP-ACH/12	RFP	67	13,1	Scope of Services/Materials	The space at Primary Site, Disaster site and Disaster replication site is already available and this is out of scope for the bidder.	No change in the RFP Term	Others
145	NPCI/RFP-ACH/12	RFP		13,1	Scope of Services/Materials	Could we know the locations of Disaster Recovery Site and Data Replication Site	Primary& HA and DR site will be - between Mumbai and Chennai locations	Others
146	NPCI/RFP-ACH/12	RFP	21	6.2.4(6)	Forfeiture of EMD	This clause states that the EMD may be forfeited if the 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. Does this cover only information that was incorrectly supplied intently or does it include errors supplied by inadvertance also?	No change in the RFP Term	Legal
147	NPCI/RFP-ACH/12	RFP	22	6.2.5(1)	Period of Validity of Bid	This clause states that the Bid shall remain valid for 6 months or may be extended from time to time. If there is a need for extension in bid validity, we assume that this would also allow for change in price.	No change in the RFP Term	Legal

148	NPCI/RFP-ACH/12	RFP	22	6.2.6	Extension of Period of Validity	If there is a need for extension in bid validity, we assume that this would also allow for change in price.	No change in the RFP Term	Legal
149	NPCI/RFP-ACH/12	RFP	24	6.3.3(2)	Bid Submission	This clause states that the offers should be made strictly as per the formats given in the RFP. Does this mean that there can be no deviations/changes made to the formats (including the annexures) provided by the RFP document?	No change in the RFP Term	Others
150	NPCI/RFP-ACH/12	RFP	25	6.3.3(4)	Bid Submission	Supporting documents provided by bidders will be used for evaluation and "other purpose as deemed necessary". Please explain what other purposes will the supporting documents be used for.	No change in the RFP Term	Others
151	NPCI/RFP-ACH/12	RFP	31	8.2(4)	Preliminary Examination of Technical Bids	This clause states that NPCI may waive any minor informality, non-conformity or irregularity in the bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder. Does this mean that the bidders cannot submit any deviations to the RFP terms and conditions?	No change in the RFP Term	Legal
152	NPCI/RFP-ACH/12	RFP	34	9,1	Objectives of ACH Solution	This clause states that the platform should be robust, secure and scalable with both transaction and file based transaction processing capabilities. Would the scalability requirements be covered via the change control mechanism?	RFP is clear with respect to requirements	Functional
153	NPCI/RFP-ACH/12	RFP	77	16.8(6)	General Terms and Conditions	Supporting documents provided by bidders will be used for evaluation and "other purpose as deemed necessary". Please explain what other purposes will the supporting documents be used for.	No change in the RFP Term	Others
154	NPCI/RFP-ACH/12	RFP	79	22	TechnoBidderI Advancement	Is the Bidder going to bear the costs of replacement and/or upgrading NPCI's technology infrastructure on an on-going basis?	No change in the RFP Term	Others

155	NPCI/RFP-ACH/12	RFP	39	9.5(1)	Registration and certification module: - The system should have comprehensive Registration and certification module where authorized users can be created and allowed to create, edit, extend, reject, and update user profiles and rights. The participants“ necessarily have to be certified by ACH system before participating into ACH. The registration process will be one time process and post registration formalities banks, corporates, utility companies or participants of ACH will be assigned with a unique reference number which will be used to interact with ACH system all the time. The unique registration number will be the key to get the entry into ACH system or to avail ACH services	Can the existing IFSC be used for participants?	No change in the RFP Term	Others
156	NPCI/RFP-ACH/12	RFP	40	9.5(4)	The solution should provide facility to the submitter to choose the settlement date and settlement cycle. Value dated/future dated transactions-The system should provide facility to store value dated and future dated files till the settlement date specified	NPCI envisages future cross border payments also, in that purview if the warehoused records are picked up for settlement on a specified date then how should the exchange rate loss / gain be handled?	To be discussed during the detail requirement gathering stage	Functional
157	NPCI/RFP-ACH/12	RFP	41	9.5(5)	Facility for positive confirmation-The proposed System should have the facility of providing confirmation of credit/debit transactions on successful submission of the file and also after the final settlement. The positive confirmation should be at a file level and also should be at a transaction level. Positive confirmation refers to acknowledgment of file/transactions and processing of the same.	Does NPCI look for partial processing of files also?	RFP is clear with respect to requirements	Functional

158	NPCI/RFP-ACH/12	RFP	43	9.5(16)	Mark pending: - If a city or state or any participant is not participating in clearing on a particular day in case of foreseen/unforeseen events the system should be able to postpone the clearing obligation to the next working day and provide instant alerts to the participants.	In such a case, if the settlement is already successful, does NPCI envisage to reverse it too?	Refer to Chapter No. 9 clause no.9.7.1 (8)	Functional
159	NPCI/RFP-ACH/12	RFP	42	9.5(11)	Aggregation-The solution should support aggregation of transaction files.	Can we get little more explanation on it?	RFP is clear with respect to requirements	Functional
160	NPCI/RFP-ACH/12	RFP	42	9.5(12)	Enrichment-The solution should support enrichment of transaction files i.e. additional information in records can be updated in the files while/after processing,	If they change file after processing there is a possibility of losing data integrity – because processing has happened with the file content prior to change?	RFP is clear with respect to requirements	Functional
161	NPCI/RFP-ACH/12	RFP	42	9.5(13)	Merging multiple files into a batch-The system should support merging multiple files submitted by multiple users into a batch and process them,	Assuming that based on counter participants, is there any more criteria?	RFP is clear with respect to requirements	Functional
162	NPCI/RFP-ACH/12	RFP	43	9.5(20)	The ACH system should support creation/development of various ACH products such as products based on settlement period (T+0, priority settlement etc.), products based on transaction types such as utility bill payments, insurance premium, SIPs etc.,)	If we assume it is for integration, API and Interfaces are exposed, is there anything more expected?	RFP is clear with respect to requirements	Functional
163	NPCI/RFP-ACH/12	RFP	33	9.1 (2)	The platform should be robust, secure and scalable with both transaction and file based transaction processing capabilities	Should the system process single transactions received through some non-file media (say MQ?)	RFP is clear with respect to requirements	Functional
164	NPCI/RFP-ACH/12	General				What is the volumetric requirements for warehousing facility?	RFP is clear with respect to requirements	Functional
165	NPCI/RFP-ACH/12	General				Should the system interface with SFMS network? Should Vendor provide SFMS gateway solution?	RFP is clear with respect to requirements	Functional

166	NPCI/RFP-ACH/13	Sec 3 : Scope of Work	13	3 (12)	Benchmarking of proposed solution if desired by NPCI	NPCI to suggest if the benchmarking is prior to award of contract or after & what is the scope of benchmarking?	Benchmark exercise is not part of evaluation process.	Functional
167	NPCI/RFP-ACH/13	Sec 12 : Project Management	65	12,5	NPCI would like to take over the maintenance and support control over a period of time. The same would be completed in 3-5 years from the start of operation.	Please suggest on the details of this activity.	RFP is clear with respect to requirements	Others
168	NPCI/RFP-ACH/13	Sec 5:Eligibility criteria	15	5.1-H	Bidder shall agree to provide perpetual licenses for the Automated Clearing House Solution (ACH), at Enterprise Level to NPCI without any limitation/constraint based on number of transactions, CPUs, memory, members, interfaces etc.	Please provide a definition of "Enterprise Level" as we have encountered several definitions over the years. It would be important to know what NPCI's transaction volume would be in future years: 1 year, 2 years, 3 years, 10 years, and so on. A true Enterprise License should take this into consideration. Our solution has 3rd party software components and 3rd Party Vendors would not agree to an open ended Enterprise License. We would need to put some type of cap or boundaries around the license. It is also difficult to accurately calculate support maintenance fees for Enterprise licenses. Often 3rd parties want to quote list price rates to determine support fees. An enterprise license would require boundaries around the transaction volumes. E.g. Oracle licensing is calculated by hardware configurations. if NPCI does a hardware upgrade at some point, in the future, it could cause a need to upgrade/iBidderease the size of the license.	No change in the RFP Term	Others

169	NPCI/RFP-ACH/13	Sec 16: Order cancellation	77	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>a. Delay in customization / implementation / installation beyond the specified period as set out in this Agreement before acceptance of the product; or,</p> <p>b. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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</p>	We request NPCI to have order cancellation clause only before the acceptance of the project. Once the project is accepted the liability should be of NPCI only.	No change in the RFP Term	Legal
170	NPCI/RFP-ACH/13	Sec 16	78	23	<p>If any services, functions or responsibilities not specifically described in this Agreement are an inherent or necessary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this Agreement, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this Agreement and shall be provided by the Bidder at no additional cost to NPCI.</p>	We request a detailed discussion on the points where in the scope is not clear.	No change in the RFP Term	Legal

171	NPCI/RFP-ACH/13	Sec 16: Indemnity	82	25	NPCI requires the vendor to indemnify NPCI for (a) third-party claims on NPCI for malfunctioning of the equipment or software or deliverables; and (b) loss of data.	In case of malfunction, Bidder can only repair the hardware / SW but can not compensate NPCI for the losses. In case of loss of data we can only try and recover the same and not pay for the losses incurred by NPCI.	No change in the RFP Term	legal
172	NPCI/RFP-ACH/13	Sec 16: AMC	86	33 (2) (v)	NPCI reserves the right to terminate the AMC after giving three months notice.	We request NPCI to have order cancellation clause only before the acceptance of the project. Once the project is accepted the liability should be of NPCI only.	No change in the RFP Term	legal
173	NPCI/RFP-ACH/13	Sec 16: Penalty for delay	86	34	Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.	This conflicts with other LD clauses in RFP	No change in the RFP Term	legal
174	NPCI/RFP-ACH/13	Sec 16: Technical Terms and Conditions	87	16.9 (19)	NPCI has the right to levy penalty for non-availability of system over and above the permitted downtime in a month. The penalty will be levied @ Rs 20,000/- for 20 minutes or part thereof, over and above the permitted downtime for every incident on the system.	We request NPCI to dilute this clause & the upper limit should be 5% of the AMC cost.	No change in the RFP Term	legal

175	NPCI/RFP-ACH/13	Sec 16: SW Escrow	88	16,10	<p>NPCI and the bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the current copy of the source code, object code, and documentation for each product (the "Escrowed Materials"). NPCI and escrow agent will decide the escrowed material. NPCI decision in this regards shall be treated as final. NPCI reserves the right to carry out testing either themselves or by an acceptable third party for source code or any other material to be included in the Escrow Materials for the purposes of creating an escrow with the escrow agent acceptable to the NPCI.</p> <p>The Escrow shall be pursuant to a separate, written escrow agreement between the Escrow Agent, bidder and NPCI (the „Escrow Agreement“) in order to protect its interests in an eventual situation. The essential conditions of this agreement shall be the following among other</p>	<p>Bidder can only escrow the SW of Bidder's application SW. Escrow can be with Bidder escrow agent in USA.</p>	No change in the RFP Term	legal
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176	NPCI/RFP-ACH/13	Sec 16: SW Escrow	88		<p>1. The Escrow costs shall be borne by the bidder.</p> <p>2. Release Conditions: Bidder agrees, and the Escrow Agreement shall contain a provision providing that the Escrow Agent shall release the Escrowed Materials for a product to NPCI upon request if:</p> <p>i. Bidder discontinues Maintenance Services for such product at any time during which NPCI is entitled or has elected to receive maintenance services for such product;</p> <p>ii. Bidder materially breaches any agreement between NPCI and Bidder under which bidder is required to maintain or support the products and fails to remedy such breach within thirty (30)days of receipt of notice; or</p> <p>iii. Bidder becomes subject to any form of bankruptcy, insolvency, administration, compromise, receivership, debtor"s relief law, or anything analogous to such event, in</p>	<p>Bidder can only escrow the SW of Bidder's application SW. Escrow can be with Bidder escrow agent in USA.</p>	No change in the RFP Term	legal
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177	NPCI/RFP-ACH/13				License to Escrowed Materials. Bidder/IP Owner shall grant NPCI that in any case covered by release conditions when the release is sought, it shall have a worldwide non-transferable exclusive perpetual irrevocable and fully paid up license to modify, enhance, translate, convert, recompile, reverse engineer, upgrade and otherwise prepare derivative versions of the Escrowed Materials that the NPCI can receive in the manner provided herein, including the right to authorize others to do the foregoing on behalf of NPCI or its affiliates and to authorize thereafter the NPCI or its affiliates the authorized use of the products.	Bidder can only escrow the SW of Bidder's application SW. Escrow can be with Bidder escrow agent in USA.	No change in the RFP Term	legal
178	NPCI/RFP-ACH/13	Sec 16: Termination	89	16,11	NPCI by written notice sent to the 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 performance of the bidder under the contract is terminated and the date upon which such termination become effective.	We request NPCI to have order cancellation clause only before the acceptance of the project. Once the project is accepted the liability should be of NPCI only.	No change in the RFP Term	Legal

179	NPCI/RFP-ACH/13	Sec 16: Liquidated Damages	89	16,12	<p>If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total price for the phase with a cap of 5% of the price agreed for the phase</p> <p>If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI, the Bidder shall be liable for liquidated damages for an amount equal to 0.5% per week of the total price for the phase, with a cap of 5% of the price agreed for the phase.</p>	This is the third clause dealing with LD for delay. Request clarification as to which LD clause is applicable.	No change in the RFP Term	Legal
180	NPCI/RFP-ACH/13	Section 9.1	33	5	Provide technology platform to enable participants to implement end to end straight through processing mechanism, g	Our understanding of Straight through is files / transaction being made available to drawee bank before settlement. Please detail otherwise.	RFP is clear with respect to requirements	functional
181	NPCI/RFP-ACH/13	Section 9.1	34	9	A sound mechanism for exceptions handling for e.g. returns, rejects, reversals, refunds, revocations etc.,	<p>Our understanding of "Rejects" is the files / Transactions that are getting rejected during format and business validations. Please detail otherwise.</p> <p>Our Understanding of "Returns" are the transactions returned by the Drawee / Customer returned in Returns Cycle. Please detail otherwise.</p> <p>Can you please detail what are reversals or refunds, how shall they get originate and processed in the system?</p> <p>Can you please detail what are revocations, how shall the originate and handled in the system? Also which type of</p>	RFP is clear with respect to requirements	functional

182	NPCI/RFP-ACH/13	Section 9.2	35	9,2	The current requirement is to process 10 million transactions per day and 2 million transactions per hour with peak CPU and Hard-Disk utilization not crossing 50%.	Please clarify 10 Million Transaction is Presentation + Returns & Positive Response OR 10 Million Transaction is only Presentation totaling to 20 Million Transactions which includes 10 Million of Returns / Positive Response. Please clarify Per Hour 2 Million Transaction is Presentation + Returns & Positive Response OR 2 Million Transaction is only Presentation totaling to 4 Million Transactions which includes 2 Million of Returns / Positive Response.	RFP is clear with respect to requirements	functional
183	NPCI/RFP-ACH/13	Section 9.2	35	9,2	The current requirement is to process 10 million transactions per day and 2 million transactions per hour with peak CPU and Hard-Disk utilization not crossing 50%.	Please clarify the connection load from banks and corporates expected during peak hour.	RFP is clear with respect to requirements	functional
184	NPCI/RFP-ACH/13	Section 9.2	34		Storage of online data for six months for ACH	Our understanding is the Online Data for 6 months is for "Transactions (Direct Debit / Forward Credit)" Participated in a Settlement. Does not include Value Dated and Future Dated Transactions. Please correct the understanding otherwise Does the online data Storage include Billing Records, MIS Reports, Settlement and Session Reports or another records other than Transactions mentioned above? Also please specify if this is in Archive on Fast Storage or this is in ACH Database	To be discussed during detailed requirement gathering stage	functional
185	NPCI/RFP-ACH/13	Section 9.2	34	9.2 Table pt. no. 4	Component of Solution => All other systems	Please detail what solutions are covered under "All Other Systems"	RFP is clear with respect to requirements	functional
186	NPCI/RFP-ACH/13	Section 9.2	34		Online Data storage capacity is required for six months, and the data will reside in the archive thereafter, the archive should be able to store data for 3 years. Disaster Recovery should be provisioned for Data Archival	What transactions, Reports shall get Archived for 3 years?	RFP is clear with respect to requirements	functional
187	NPCI/RFP-ACH/13	Section 9.2	34	3	Real time replication between PR, DR and HA all three systems.	Are there 3 separate systems? OR HA is part of Production System?	No change in the RFP Term	functional

188	NPCI/RFP-ACH/13	Section 9.2	35	1	Future Requirements - Processing of cross-border transactions and settlement of the same.	Is this Future development and scope and commercials for the same shall be discussed in Future and not part of correct proposal?	No change in the RFP Term	functional
189	NPCI/RFP-ACH/13	Section 9.5	38	9.5 (1)	The participants" necessarily have to be certified by ACH system before participating into ACH.	Please elaborate what is meant by Certification of Participants?	please refer to the RFP Chapter no. 9 Clause no.9.5 (1)	functional
190	NPCI/RFP-ACH/13	Section 9.5	38	9.5 Pt. 2h	Foreign inward remittances (Interface to Western Union Money transfer, Money Gram etc.)	<p>Apart from Western Union Money transfer & Money Gram how many other interfaces should the system interface with?</p> <p>We assume that all these Interfaces shall be File Based Interface. Please detail otherwise.</p> <p>We assume that there is no Real Time Interface / Integration required for any business / technical purpose with any of the Remittance Systems. Please detail otherwise.</p>	RFP is clear with respect to requirements	functional
191	NPCI/RFP-ACH/13	Section 9.5	39	9.5 pt. 2m	Internet and IVR transactions	<p>Internet and IVR are Channels of presentation is our assumptions. Can we also have list of all the Channels expected in the System?</p> <p>Also Transactions presented using IVR shall be Batched as File Presentation.</p>	RFP is clear with respect to requirements	functional
192	NPCI/RFP-ACH/13	Section 9.5	38	9.5 pt. 2l	Card Based Transaction	Should the system comply with the industry standard for Cards - PCI DSS?	Yes	functional
193	NPCI/RFP-ACH/13	Section 9.5	39	9.5 Pt. 2s	The payment service proposed by the National Payments Corporation of India (NPCI) to banks, financial institutions, using „Aadhaar“ number, the Unique Identification Authority of India (UIDAI) issued unique identification number shall be known as "Aadhaar Payment Bridge	Is the Aadhaar Payment Bridge Solution an already existing system or will it be a subset of the new ACH solution? Section 3 pt. 3.iv mentions integration with Aadhaar Payment Bridge System (APBS).	APBS will be a separate system and eventually may merge into ACH System	functional

194	NPCI/RFP-ACH/13	Section 9.5	39	9.5 Pt. 2s	To facilitate disbursements of Government Schemes like NREGA, Social Security Pension, Handicapped Old Age Pension etc. of any Central or State Government bodies, using Aadhaar and authentication thereof as	What is the meaning and expectation from authentication supported by UIDAI?	RFP is clear with respect to requirements	functional
195	NPCI/RFP-ACH/13	Section 9.5	39		The file input of upload module should take care of file transformation to NPCI format on validations.	Does NPCI format imply the resident format of the ACH solution? OR it shall be discussed and agreed ISO 20022 Format?	Please refer to chapter no.9, clause no.9.5 (3)	functional
196	NPCI/RFP-ACH/13	Section 9.5	40	9.5 pt. 2n	Mobile based transactions	Will the Mobile Based Transactions get consolidated and presented as File by the Mobile Interface Switch in the ACH System? Please confirm?	RFP is clear with respect to requirements	functional
197	NPCI/RFP-ACH/13	Section 9.5	40	9.5 pt. 10	MICR code, IFSC code or BIN should be supported for the purpose of routing.	What is BIN?	Please read as "Bank Identification Number" (BIN)	functional
198	NPCI/RFP-ACH/13	Section 9.5	41	9.5 pt. 10 sub-bullet L	The system should also check duplicate records in a file on the basis of unique mandate reference number, ledger folio number, user reference number etc. i. The checking should be done on individual amount limits of	Can a ACH Transaction Record Structure get detailed to understand all the fields and the fields that shall get used for validations and duplicate checks	RFP is clear with respect to requirements	functional
199	NPCI/RFP-ACH/13	Section 9.5	41	9.5 pt. 10 sub-bullet L	i. The checking should be done on individual amount limits of <u>transaction records, if any</u>	Using only amount field how shall one arrive at Duplicate Transaction Check? Please clarify?	No change in the RFP Term	functional
200	NPCI/RFP-ACH/13	Section 9.5	41	9.5 pt. 12	Enrichment-The solution should support enrichment of transaction files i.e. additional information in records can be updated in the files while/after processing.	What type of Data Enrichment are we referring? It is assumed the Source shall send all the data that is required for Settlement purpose and it is Digitally Signed. Some example of Data Enrichment which we understand is - Updating the Transaction / Batch Record with Session Details after Settlement, Updating the record with Unique Reference Number.	No change in the RFP content	functional

201	NPCI/RFP-ACH/13	Section 9.5	42	9.5 pt. 16	Mark pending: - If a city or state or any participant is not participating in clearing on a particular day in case of foreseen/unforeseen events the system should be able to postpone the clearing obligation to the next working day and provide instant alerts to the participants.	By Participant we mean both parties or Drawee or Presenting? Please clarify	No change in RFP contents	functional
202	NPCI/RFP-ACH/13	Section 9.5	42	9.5 pt. 19	Interface to national/international payment gateways - The proposed solution should support cross border and multi-currency transactions.	We assume the Interface shall be File Based Interface? Please clarify who shall feed the Currency Converter for every session for Multi-Currency Transactions? How shall the session timings get synchronized between international gateway and ACH System?	No change in RFP contents	functional
203	NPCI/RFP-ACH/13	Section 9.5	42	9.5 pt. 21	Membership: Support for Direct/Indirect and sub-membership.	Please elaborate Membership in ACH System.	RFP is clear with respect to requirements	functional
204	NPCI/RFP-ACH/13	Section 9.5	42	9.5 pt. 22	Accessibility: The proposed centralized ACH System should be accessible by the participants through CUG network (Infinet or NPCI's network), Internet, SFTP etc. The ACH participants should be able to access the centralized ACH system through Bank Gateways/Payment Hubs etc.	We assume that the ACH System shall get hosted in NPCI Network that shall have Interfacing Capabilities with all the required Systems / HUBs / Gateways / Internet with all the required Security Requirements. The ACH System access via Bank Gateway / Payment HUB shall be via ACH System URL and not Web Service API	RFP is clear with respect to requirements	functional
205	NPCI/RFP-ACH/13	Section 9.7.1	45	9.7.1 bullet 3	Automated rule-based multi-party clearing and settlement system with the following capabilities:	Our assumption is that the settlement happens between participants with the settlement account configured. Please elaborate on the definition of rule-based settlement system.	RFP is clear with respect to requirements	functional
206	NPCI/RFP-ACH/13	Section 9.7.1	45	9.7.1 bullet 3a	Generate posting files as well as payment files.	What is payment files?	RFP is clear with respect to requirements	functional
207	NPCI/RFP-ACH/13	Section 9.7.1	46	9.7.1 bullet 3b	Apply ad-veloram fees to different stakeholders.	What is the definition of ad-veloram fees?	RFP is clear with respect to requirements	functional
208	NPCI/RFP-ACH/13	Section 9.7.2	47	9.7.2	Integrated, rule based, electronic complaint/ disputes management system, covering disputes for ACH transactions performed over all channels (ATM, POS, Internet Banking, Kiosk, IVR, Mobile or any	Can the ACH system integrate with NPCI's existing Dispute Resolution system? What kind of rules are expected to be configured and deployed in the Dispute Resolution Management?	RFP is clear with respect to requirements	functional

209	NPCI/RFP-ACH/13	Section 9.7.2	46	9.7.2	Dispute Resolution Management	What is the performance, concurrent connection and volume requirement of Dispute Resolution Management system? What is the archival requirement of Dispute Resolution Management system?	RFP is clear with respect to requirements	functional
210	NPCI/RFP-ACH/13	Section 9.7.2	47	9.7.2	Integrate seamlessly with the proposed ACH Solution and the Transaction Warehouse.	Is transaction warehouse the same as archive system?	No change in RFP contents	functional
211	NPCI/RFP-ACH/13	Section 9.7.2	47	9.7.2	Automatic complaint tracking, integration of cases and images as per requirement	Our understanding of integration of images is that user should be provided a functionality to upload document / image to support the case. Please clarify.	RFP is clear with respect to requirements	functional
212	NPCI/RFP-ACH/13	Section 9.7.2	47	9.7.2	Support all transaction type like Returned/Rejected, Credit / Debit adjustment, Good faith, Compliance, Pre-arbitration and Arbitration,	Please clarify the definition of the transaction types of Good faith, Compliance, Pre-arbitration and Arbitration.	RFP is clear with respect to requirements	functional
213	NPCI/RFP-ACH/13	Section 9.7.2	48	9.7.2	Adjustment: The system should support raising adjustment both credit and debit in order to facilitate reconciliation and dispute settlement.	Please clarify how will the adjustment transaction be created. Please clarify the origin and destination for the adjustment transaction. Please clarify the digital signature requirements for the adjustment transaction.	RFP is clear with respect to requirements	functional
214	NPCI/RFP-ACH/13	Section 9.7.2	47	9.7.2 - (5)	Comprehensive Reporting	Can we get total number of reports that shall get generated under this category and shall they all get Archived. Need this for H/W Sizing for ACH and Archive Solution	RFP is clear with respect to requirements	functional
215	NPCI/RFP-ACH/13	Section 9.7.3	48	9.7.3	Fees and Billing Management	We understand that Billing shall be passed to Bank(s) based on their presentations. Bank(s) in turn shall pass the Participation Wise Billing to their Corporate / Business / Customers. Please confirm our understanding.	RFP is clear with respect to requirements	functional
216	NPCI/RFP-ACH/13	Section 9.7.4	49	9.7.4	Liquidity Check	Does Vendor need to provide Liquidity Management Module or Vendor can Integrate with NPCI's Liquidity Manager Solution. This is asked as only RBI / NPCI Liquidity Manager shall have a real time financial position of a Participating Bank.	RFP is clear with respect to requirements	functional

217	NPCI/RFP-ACH/13	Section 9.7.4	49	9.7.4 - (5)	System should be capable of generating warning/alerts when the volume reaches to some predefined value under the limit so that funding /necessary action can be taken by the participants. On reaching the prescribed limit, the files submitted by the bank will start getting rejected for that particular member unless the affected member does funding or take	We understand that this requirement is Real Time in nature and this is expected for every file that is getting attached to Settlement Process. In situation of concurrent Sessions / Settlement which file gets the rejection. Is there any priority handling to be built in or any specific algorithm based on rejections are done... Like Product / Value / Volume based Rejection handling.	RFP is clear with respect to requirements	functional
218	NPCI/RFP-ACH/13	Section 9.7.5	49	9.7.5 - (2)	Reconciliation - Produce Adjusting Entries from within Reconciliation data	Please elaborate what is meant by Adjusting Entries? Is this a Direct Debit / Forward Credit transaction created / originated? How is it is processed and handled in the system?	To be discussed during detailed requirement gathering stage with the vendor the contract is awarded	functional
219	NPCI/RFP-ACH/13	Section 9.7.6	51	9.7.6 - 12	Liquidity and Settlement position in real time.	Our understanding is that the liquidity position will be derived based on the position provided by NPCI's Liquidity Manager module and the net position of participants in concurrent sessions / settlements. Please clarify our understanding.	To be discussed during detailed requirement gathering stage with the vendor the contract is awarded	functional
220	NPCI/RFP-ACH/13	Section 9.7.6	51	9.7.6 - 14 - vii, viii	Response Times and Response Code Analysis	Please explain what is Response time and Response Code?	RFP is clear with respect to requirements	functional
221	NPCI/RFP-ACH/13	Section 9.7.6	52	9.7.6 - 14 - xiv	Report prescribed by regulators.	Please provide how many such reports shall be there.	RFP is clear with respect to requirements	functional
222	NPCI/RFP-ACH/13	Section 9.7.6	52	9.7.6 - 14	MIS Reports	Can we get total number of reports that shall get generated under this category and shall they all get Archived. Need this for H/W Sizing for ACH and Archive Solution	RFP is clear with respect to requirements	functional
223	NPCI/RFP-ACH/13	Section 9.7.6	52	9.7.6 - 14	MIS Reports	Of the list of MIS Reports kindly let us which reports shall have a download option for Participating Banks and which reports for NPCI consumption. <i>Also can the reports be provided over a Media</i>	RFP is clear with respect to requirements	functional
224	NPCI/RFP-ACH/13	Section 9.7.6	52	9.7.6	MIS Reports	How many user shall concurrently connect and use the System?	RFP is clear with respect to requirements	functional
225	NPCI/RFP-ACH/13	Section 9.7.7	52	9.7.7 pt.6	Fraudulent / suspected remittances	On what basis should transactions be identified as Fraud or suspected? Is this requirement for a Fraud detection module?	RFP is clear with respect to requirements	functional

226	NPCI/RFP-ACH/13	Section 9.7.7	52	9.7.7	Analytics	Can we get total number of reports that shall get generated under this category and shall they all get Archived. Need this for H/W Sizing for ACH and Archive Solution	RFP is clear with respect to requirements	functional
227	NPCI/RFP-ACH/13	Section 9.7.7	52	9.7.7	Analytics	How many user shall concurrently connect and use the System?	RFP is clear with respect to requirements	functional
228	NPCI/RFP-ACH/13	Section 9.7.8	53	9.7.8.1 - 5	The security credentials of the file must be correct. Files with incorrect security credentials are immediately rejected.	Can you pls. detail what is meant here by Security Credentials? Are credentials aft file level or transaction level or both. And after formatting it to NPCI ACH Format like ISO 20022 which of the credentials should be retained? Any further Security Credentials need to be added at ACH System? If yes please detail.	RFP is clear with respect to requirements	functional
229	NPCI/RFP-ACH/13	Section 9.7.9	54	sections 9.7.9 & 9.7.9.1	The Central UID and IIN Data Repository should have a web based interface for information upload, updation and retrieval of records. The UID repository should be capable to handle 50 million record and retrieval.	The RFP does not detail how the UID repository will be used in the ACH processing workflow	RFP is clear with respect to requirements	functional
230	NPCI/RFP-ACH/13	Section 9.7.9	55	9.7.9.3 - (v)	v. The participating bank should also allow modify / delete a record in the repository. The record delete activity should capture the status of the record as Deleted & will capture the date	For how long the DELETE records to be maintained in the System	RFP is clear with respect to requirements	functional
231	NPCI/RFP-ACH/13	Section 9.7.9	54	9.7.9	UID and IIN Repository	How many user shall concurrently connect and update the System? Will the update and Delete happen during non-processing hours?	RFP is clear with respect to requirements	functional
232	NPCI/RFP-ACH/13	Section 12	65	12,5	Bidder must also ensure that along with the Facility Management, hands on training needs to be provided to NPCI staff for carrying out activities of Facility Management and configuration / customization / development etc.	Please elaborate on the training related to customization & development for NPCI resources	RFP is clear with respect to requirements	functional

233	NPCI/RFP-ACH/13	Section 13	66	13,1	This section describes, but does not limit to the services required for running the entire ACH Solution and other NPCI applications such as, Risk management, Fraud Management, Monitoring tools, MIS System etc. and hardware at the Primary Site, Disaster Recovery Site and Data Replication Site.	Kindly elaborate on Data Replication Site, as per our understanding this is same as DR Site	PR & HA will be one site and DR will be one site	functional
234	NPCI/RFP-ACH/13	Section 13	66	13.1 (A) & (B)	Inventory Management Operations Management Asset Movement Software Distribution Security	Kindly elaborate on the scope	RFP is clear with respect to requirements	functional
235	NPCI/RFP-ACH/13	Section 13	67	13,1	Technical Support per man month (Resource must be SME and min 3 years experienced on the proposed solution) Software Development per man month (Resource must be SME and min 3 years experienced on the proposed solution)	Is it expected that the vendors proposed the per man month rate for these 2 services. Also we presume that software development is not expected to be done on site, only the implementation & testing of released software patched will be done by FMS resource.	No change in the RFP Term	Others
236	NPCI/RFP-ACH/13	Section 13	68		Proposed site Structure (Table for L1/L2/L3 resources)	Kindly elaborate on this structure. As per our understanding there is a requirement of L1 resource on site (24 * 7), L2 & L3 will be available as remote support.	RFP is clear with respect to requirements	functional
237	NPCI/RFP-ACH/13	Section 14	70	14,1	SDK & API Training	Kindly elaborate on the scope of this training	RFP is clear with respect to requirements	functional
238	NPCI/RFP-ACH/13	Section 10	59	10.2 pt. ii	Any information related to customer account or mandate should be eBidderypted and stored. Sensitive data should be eBidderypted anywhere it is stored. Any data exchange between sub-systems must be eBidderypted.	Is the data stored in the database expected to be eBidderypted?	Please refer to Chapter no.10, clause no.10.2	Others
239	NPCI/RFP-ACH/13	Section 11	61	11,1	It should have a capability to integrate with NPCI Risk and Fraud Monitoring tool completely.	Is the requirement to develop a internal Risk monitoring tool as well as integrate with and external tool?	Yes , it should be both	functional

240	NPCI/RFP-ACH/13	Section 10.1	57	1	The mode to access the system should be through passwords or smartcards or both to ensure that only authorized users gain access.	Is smart card access optional or mandatory? Do we have a single sign on certificate for smart card login? Our understanding is that smart card integration is done using the Operating System. Please confirm.	No change in the RFP Term	Others
241	NPCI/RFP-ACH/13	Section 9.7.8.1	53	4	In order to ensure the highest levels of STP, the system must validate each payment file with a set of strict validation rules	Please detail the business validations that need to be done for every transaction.	RFP is clear with respect to requirements	functional
242	NPCI/RFP-ACH/13	Section 12	65	12,3	NPCI intends to implement ACH with back office within 2 years of signing of contract.	As a part of the requirement the solution needs to interface with multiple third party application/channels with the formats defined as per each of these channels/applications. Hence there is a dependency on these 3rd party vendors on which we do not have any control, also there could be some channels which are yet to develop the capability of interfacing with ACH solution and we do not know their plan and readiness. In this scenario if these 3rd party solutions are not ready within this given time frame, then it will be difficult to commit on this time lines. We feel there should be a common interface defined by ACH and to be used by all these channels/applications for interfacing with ACH. This will also help in project closure as per the RFP guidelines	No change in the RFP Term	Others
243	NPCI/RFP-ACH/13	Section 12	65	12,5	Bidder must also ensure that along with the Facility Management, hands on training needs to be provided to NPCI staff for carrying out activities of Facility Management and configuration / customization / development etc.	Please elaborate on the training related to customization & development for NPCI resources	To be discussed during detailed requirement gathering stage	Others
244	NPCI/RFP-ACH/13	Section 13	66	13,1	This section describes, but does not limit to the services required for running the entire ACH Solution and other NPCI applications such as, Risk management, Fraud Management, Monitoring tools, MIS System etc. and hardware at the Primary Site, Disaster Recovery Site and Data Replication Site.	Kindly elaborate on Data Replication Site, as per our understanding this is same as DR Site	PR & HA will be one site and DR will be one site	Others
245	NPCI/RFP-ACH/13	Section 13	66	13.1 (A) & (B)	Inventory Management Operations Management Asset Movement Software Distribution Security	Kindly elaborate on the scope	To be discussed during detailed requirement gathering stage	Others

246	NPCI/RFP-ACH/13	Section 13	67	13,1	Technical Support per man month (Resource must be SME and min 3 years experienced on the proposed solution) Software Development per man month (Resource must be SME and min 3 years experienced on the proposed solution)	Is it expected that the vendors proposed the per man month rate for these 2 services. Also we presume that software development is not expected to be done on site, only the implementation & testing of released software patched will be done by FMS resource. Is this clause referring to have onsite software development resource	RFP is clear with respect to requirements	Others
247	NPCI/RFP-ACH/13	Section 13	68		Proposed site Structure (Table for L1/L2/L3 resources)	Kindly elaborate on this structure. As per our understanding there is a requirement of L1 resource on site (24 * 7), L2 & L3 will be available as remote support.	To be discussed during detailed requirement gathering stage	Others
248	NPCI/RFP-ACH/13	Section 14	70	14,1	SDK & API Training	Kindly elaborate on the scope of this training and how are you planning to use this knowledge. This information will help us to design the content of this training	To be discussed during detailed requirement gathering stage	Others
249	NPCI/RFP-ACH/13	Section 6	19	6.2.1	Prices quoted in the bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.	We can quote the prices inclusive of applicable taxes based on the rates applicable as on the date of submission of our bid. We request you if there is any change (increase or decrease) in the taxes thereafter shall be to NPCI's account. Further the service charges for AMC needs to be exclusive of applicable taxes.	No change in the RFP Term	Legal

250	NPCI/RFP-ACH/13	Section 16	75	16,7	<p>a. Payment of Hardware and Operating System</p> <p>i. 90% payment of Hardware and operating system cost after delivery and acceptance of same.</p> <p>ii. Balance 10% payment will be made post warranty or against Bank guarantee equivalent and valid till expiry of Bank Guarantee.</p> <p>b. Payment of Application Software and customization cost</p> <p>i. 80% payment of Application Software will be made after Acceptance and Sign-off.</p> <p>ii. Balance 20% payment of Application Software will be made after 3 months of payment made above.</p> <p>c. AMC Payments</p> <p>i. Payment of AMC will be done half yearly in arrears.</p> <p>d. Payments for Facility Management</p> <p>i. Payment of Facility Management will be done</p>	<p>For Hardware we request to consider the release of 90% payment on delivery & installation & remaining 10% on acceptance. For software we request to consider the release of 90% payment on delivery & installation & remaining 10% on acceptance.</p> <p>We also request you to add a clause wherein post UAT the GoLive with pilot bank should happen within 30 days and if the pilot go live is delayed beyond 30 days due to reasons not attributable to the vendor, the solution should be deemed accepted.</p>	No change in the RFP Term	Legal
251	NPCI/RFP-ACH/13	Section 16	78	16.8 (22)	<p>The Bidder will be expected to replace and/or upgrade NPCI's technology infrastructure on an on-going basis to avoid technoBidderl obsolescence.</p> <p>Also, the Bidder has to ensure that any items that are End-of-Life/End-of-Support are replaced by new products even before the refresh cycles</p>	<p>Technology infrastructure is quoted as per the RFP specification for the entire lifecycle of the project according to RFP timelines. Any replacement/ upgarde beyond the stipulated timelines will be paid by NPCI at mutually agreed price and is not part of the maintenance contract.</p>	No change in the RFP Term	Legal

252	NPCI/RFP-ACH/13	Section 16	86	16.9 (8)	The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will attract penalty of 1% of the Purchase Order value per week. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	As per clause 34 on page 86, the RFP stipulates penalty for delay as 0.5% per week subject to a cap of 10%. Please clarify which penalty is applicable.	No change in the RFP Term	Others
253	NPCI/RFP-ACH/13	New section				We request NPCI to agree upon employee no-poaching / non-solicitation clause during the term of the contract and for a <u>period of 1 year thereafter.</u>	RFP is clear with respect to requirements	Others
254	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	42	22	Accessibility: The proposed centralized ACH System should be accessible by the participants through CUG network (Infinet or NPCI.s network), Internet, SFTP etc. The ACH participants should be able to access the centralized ACH system through Bank Gateways/Payment Hubs etc.	Given that the Bidder CUG as a secure channel is already available with 200+ banks in India & subcontinent countries -it supports NPCI's plan to go cross-border, service corporates & securities industry - could Bidder be used as one of the channels with which participants can access the ACH?	RFP is clear with respect to requirements	Functional
255	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	44	11	The proposed centralized ACH System should be accessible by the participants through CUG network (Infinet or NPCI.s network for transaction processing, Internet, SFTP etc. The ACH participants should be able to access the centralized ACH system through Bank Gateways/Payment Hubs etc.	Whats are the different bank gateways that may be used?	RFP is clear with respect to requirements	Functional

256	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	118	2,2	Accessibility: The proposed centralized ACH System should be accessible by the participants through CUG network (Infinet or NPCI.s network), Internet, SFTP etc. The ACH participants should be able to access the centralized ACH system through Bank Gateways/Payment Hubs etc.	Same as above - could Bidder be used as one of the channels with which participants can access the ACH?	RFP is clear with respect to requirements	Functional
257	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	39	9.5, 3	File submissions- The solution should provide a facility so that ACH transactions from the participating institutions are submitted in various formats (existing file format, XML, existing ECS file formats ,SFMS, ISO20022, TXT, ASCII etc.) from participants The file input of upload module should take care of file transformation to NPCI format on validations.	What will be the message format used by the ACH? (We would propose ISO 20022 as it's a rich and flexible format that decouples business logic from technical representations).	Refer to Chapter no. 9 clause no.9.5 (3)	Functional
258	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	15	5.1, f)	Bidder or IP owner should have a local point of presence in India or undertake to setup a point of presence in India within 6 months of the Purchase Order, when issued.	What is considered a point of presence in India? Are there specific number of people or functions required?	No change in the RFP term	Eligibility
259	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	19	6.2.8	The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure E4) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified true copy should accompany the Bid.	Is the offer binding? Just to confirm, as Section 16.8.5 mentions a "firm offer"	No change in the RFP term	Legal
260	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	22	6.3.2	Format of Attorney of signing the bid Power of Attorney (Annexure E4) / Board resolution	Is a power of attorney in India required? Is an existing legal representative of the company (in Belgium for example) sufficient? Or is a local lawyer required?	No change in the RFP term	Legal

261	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	23	6.3.2	Price Masked Commercial Bid -- (Annexure C21)	Are prices required in the technical envelope?	NO	Others
262	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	10	8	Last date and time for submission of bid	As it would take time to submit a complete bid with relevant details and price is it possible to extend the deadline by a month?	No change in the RFP term	Admin
263	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	31	8,4	Product demo to be arranged by bidder as per schedule provide by NPCI	What is the schedule for the demo?	To be communicated at the later stage	Others
264	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	34	9,2	The availability of ACH solution should be 99.9% monthly	How is availability measured? Is it 1st through 31st of the month, or availability during business hours, what are business hours, etc? Who will measure availability?	No change in the RFP term	Others
265	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	35	9,2	Recovery Time Objective (RTO) between DC and DR excluding network. (Maximum time taken to do the switchover to other machine or bring up the system (DR/HA) into processing state) including setup.	What do the acronyms "DC" and "DR" stand for?	Please read DC as "Primary site Data Centre" and DR as "Disaster Recovery site"	functional
266	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	35	9,2	The future requirement is to process 20 million transactions per day, 4 million transactions per hour. The bidder need to give the hardware and software needed for this upgrade along with this proposal (without additional commercials). No application software cost.	Can NPCI clarify what is the average size of a payment transaction (in characters or bytes)? Is a transaction with or without images? What is the current or expected proportion of images in a file? What is the compression ratio for bulking in Files? What is the volume per participant? What is the number of files per year (in & out)?	RFP is clear with respect to requirements	Functional
267	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	64	12.1, 10	Service goes live with at least two members.	When is the planned live date of the service? Section 16.1 mentions pilot with 5 users?	Corrigendum will be issued	Legal
268	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	69	14,1	Bidder has to provide 1 week training every year on various aspect of solution as described in this chapter.	How many people will receive training from NPCI during this week? Is it one week per person?	No change in the RFP content	Others
269	NPCI/RFP-ACH/14	NPCI:RFP:2011-12/0009	77	16.8, 19	Bidder will have to provide the annual cost of facility management for individual business lines of NPCI, with the details such as number of resources and organization structure of the FM team. NPCI reserves the rights to cancel full or part of FM services by the bidder after completion of one year of FM services.	Will the service be deployed in NPCI premises? What costs can we assume are covered by any facility provided by NPCI vs what is expected from service provider? E.g. space rental, power, heating & cooling, any operations staff costs?	No change in the RFP term	Others
270	NPCI/RFP-ACH/15	RFP Sec 8.3	30	Point 1	Bidder experience in implementing similar solution	Please mention is there any minimum no of years of experience required for this.	No change in the RFP term	Evaluation

271	NPCI/RFP-ACH/15	RFP Sec 9	34	9,2	Online Data storage capacity is required for six months, and the data will reside in the archive thereafter, the archive should be able to store data for 3 years. Disaster Recovery should be provisioned for Data Archival.	Does the term 'archive' means tape or storage?	RFP is clear with respect to requirements	Functional
272	NPCI/RFP-ACH/15	RFP Sec 9	34	9.2.1	In addition to the production environment the bidder has to supply hardware, software, licenses etc.), Disaster Recovery (at different city), PR and High Availability environment (same site).	Does this mean the hardware, s/w license etc is for the DR site, PR and it's high availability setup at the primary site (same site). Is this assumption correct. Does this also mean the primary site site has a HA clustered setup for itself which is located within the same site that is located within the data center while the DR site not.	RFP is clear with respect to requirements	Functional
273	NPCI/RFP-ACH/15	RFP Sec 9	34	9.2.2	2. The solution provided must be scalable (horizontal and vertical) both in hardware and software. The solution (hardware, system software and application software) should be capable of being upgraded without interrupting the services.	Will the business operation be 24 x 7? Is this requirement to be considered across the two sets of systems (PR and DR) or within each site system.	RFP is clear with respect to requirements	Functional
274	NPCI/RFP-ACH/15	RFP Sec 9	34	9.2.3	3. Real time replication between PR, DR and HA all three systems.	Does this mean the HA system located within the primary site is a separate system having it's own storage and server systems.	RFP is clear with respect to requirements	Functional
275	NPCI/RFP-ACH/15	RFP Sec 9	34	9,2	The current requirement is to process 10 million transactions per day and 2 million transactions per hour with peak CPU and Hard-Disk utilization not crossing 50%.	1.)Would need to know the number of users that would be accessing the system and their expected max concurrent figure. 2.)How many of these transactions are expected to be of the 'online' category and what would it's peak expected rate. 3.)Where would the users be located?	RFP is clear with respect to requirements	Functional
276	NPCI/RFP-ACH/15	RFP Sec 9	34		The current requirement is to process 10 million transactions per day and 2 million transactions per hour with peak CPU and Hard-Disk utilization not crossing 50%.	Should even the hard disk utlization not exceed 50% any time/	RFP is clear with respect to requirements	Functional
277	NPCI/RFP-ACH/15	RFP Sec 9.2	35	Point 4	Current and Future Requirements - Enabling Direct Corporate Access for participants	1) What is the extent NPCI envisions for Direct Corporate access into the system? 2) Would Corporates be submitting payment files directly into the ACH? 3) Would Corporates also have access to the ACH system Web interface? 4)If yes, what would be and approximate number of users accessing the system simultaneously (very important for sizing the test environment for users)?	RFP is clear with respect to requirements	Functional

278	NPCI/RFP-ACH/15	RFP Sec 9.2	35		Future Requirements	We assume future requirements is not a part of TCO. Request NPCI to confirm.	Refer to Chapter no. 9 clause no.9.2 Future requirements (point no.2)	Functional
279	NPCI/RFP-ACH/15	RFP Sec 9.2	35	Point i	Future Requirements - Processing of cross-border transactions and settlement of the same	1) What types of cross-border operations does NPCI require to be supported in the proposed solution? 2) Where would the settlement of such cross-border operations take place?	RFP is clear with respect to requirements	Functional
280	NPCI/RFP-ACH/15	RFP Sec 9	35	9.2.4..ii	The future requirement is to process 20 million transactions per day, 4 million transactions per hour. The bidder need to give the hardware and software needed for this upgrade along with this proposal (without additional commercials). No application software cost.	Does this mean, BOM to be provided without commercial details?	Refer to Chapter no. 6 clause no.6.3.2 (point no.ix)	Functional
281	NPCI/RFP-ACH/15	RFP Sec 9.5	38	Point 1	Functional Requirements Registration and Certification Module	1) Does NPCI require that the "unique reference number", assigned to participants through the registration process, be present in all payment files submitted to the ACH system? 2)If yes, is the reference number to be part of file headers or is it a must to be repeated in all individual items?	RFP is clear with respect to requirements	Functional
282	NPCI/RFP-ACH/15	RFP Sec 9.5	38	Point 2(q)	Cross-border (Inward and Outward)	To whom would the cross-border remittances be forwarded to?	RFP is clear with respect to requirements	Functional
283	NPCI/RFP-ACH/15	RFP Sec 9.5	38	Point 2(r)	Clearing of NFC based small value payments	1)Whether a transaction is triggered based on a Mandate from the customer of a Financial Institution? 2)If 'Yes', how NFC based transactions can be handled?	RFP is clear with respect to requirements	Functional
284	NPCI/RFP-ACH/15	RFP Sec 9.5	39	point 2 point q	Type of transactions Cross Border (Inward and Outward)	1) Are cross-border transactions to be submitted within a closed regional clearing and settlement system within which India is participating? 2) If so, where would it be possible to find details regarding the payment flows, formats and clearing and settlement schemes supported/to be supported?	RFP is clear with respect to requirements	Functional
285	NPCI/RFP-ACH/15	RFP Sec 9.5	39	Point 3	File Submissions	1)What are the different file formats that participants will be using while interacting with ACH system? 2) What are the formats that NPCI expects ACH system to support?	RFP is clear with respect to requirements	Functional
286	NPCI/RFP-ACH/15	RFP Sec 9.5	40	Point 8	File conversion	NPCI states that the system should support conversion of "any domestic or proprietary message formats". Request NPCI to clarify if the conversion is required for standard formats (e.g. Bidder, XML, flat files, formats supported by back-office applications) or conversion is also required for any proprietary formats used by the banks.	RFP is clear with respect to requirements	Functional
287	NPCI/RFP-ACH/15	RFP Sec 9.5	40	Point 7	Batch processing capabilities	What are the rules for breaking the batch into single transaction?	RFP is clear with respect to requirements	Functional

288	NPCI/RFP-ACH/15	RFP Sec 9.5	41	Point 12	Enrichment	1) Is enrichment required only for non-value fields or also for payment details (e.g. receiving participant / customer, amount, etc.)? 2) Does "after processing" mean that enrichment should be applicable to already processed/cleared batches?	RFP is clear with respect to requirements	Functional
289	NPCI/RFP-ACH/15	RFP Sec 9.5	41	Point 11	Aggregation	Is this merging of different transaction files into a single transaction file?	RFP is clear with respect to requirements	Functional
290	NPCI/RFP-ACH/15	RFP Sec 9.5	42	19	Interface to national/international payment gateways	Which are the International payment gateways with whom the interface is required	RFP is clear with respect to requirements	Functional
291	NPCI/RFP-ACH/15	RFP Sec 9.5	42	Point 18.	Data Store	We kindly request NPCI to please clarify if the Data Store is to server only for data within the proposed ACH system or is it shared with other systems implemented/to be implemented at NPCI.	RFP is clear with respect to requirements	Functional
292	NPCI/RFP-ACH/15	RFP Sec 9	42	9.5.18	Data Store - The online data should be available for at least six months. The system should provide ability to archive processed data for the prescribed period of time in the data store as described. Entire processed data should be stored in a canonical data format in the data store.	Our assumption is that archive should be outside data store. Kindly confirm.	RFP is clear with respect to requirements	Functional
293	NPCI/RFP-ACH/15	RFP Sec 9	45	9,7	Support Functions of ACH	What are the Volumes for each of the following systems: 1. Settlement 2. Fee and Billing 3. Analytics 4. Dispute Resolution 5. Risk Management	RFP is clear with respect to requirements	Functional
294	NPCI/RFP-ACH/15	RFP Sec 9.7.4	49	Point 6	Liquidity check- interface to NPCI liquidity manager	We kindly ask NPCI to provide details as to what kind of limits does/will NPCI liquidity manager support and what kind of interface is required.	RFP is clear with respect to requirements	Functional
295	NPCI/RFP-ACH/15	RFP Sec 9	57	9.7.9.1	Data Store - The online data should be available for at least six months. The system should provide ability to archive processed data for the prescribed period of time in the data store as described. Entire processed data should be stored in a canonical data format in the data store.	What are the record size for each of the following systems: 1. Settlement 2. Fee and Billing 3. Analytics 4. Dispute Resolution 5. Risk Management	RFP is clear with respect to requirements	Functional

296	NPCI/RFP-ACH/15	RFP Sec 11	61	11,1	Risk monitoring-It should have a capability to integrate with NPCI Risk and Fraud Monitoring tool completely.	What kind of data exchange/interface is required between the two?	RFP is clear with respect to requirements	Functional
297	NPCI/RFP-ACH/15	General	61			The RFP on Fraud Managmt.(which is currently going on.) covers ACH system also. However, in this RFP, we have section on Risk management including Fraud. Does that mean NPCI will have 2 systems or the expectation is of integration	No change in the RFP content	Others
298	NPCI/RFP-ACH/15	RFP Sec 11.2	62	Point 6	Fraud Monitoring - activity patterns	Are activity patterns supported/to be supported by the NPCI external fraud monitoring tool or activity patterns are to be entirely supported in the proposed solution?	No change in the RFP term	Others
299	NPCI/RFP-ACH/15	RFP Sec 11.2	62	Point 6	Fraud Monitoring - activity patterns	What types of interfaces to what types of external fraud monitoring tools are envisaged?	No change in the RFP term	Others
300	NPCI/RFP-ACH/15	RFP Sec 13	66	13,1	This section describes, but does not limit to the services required for running the entire ACH Solution and other NPCI applications such as, Risk management, Fraud Management, Monitoring tools, MIS System etc. and hardware at the Primary Site, Disaster Recovery Site and Data Replication Site.	Is the Data replication site same as HA stated earlier?	PR & HA will be one site and DR will be one site	Others
301	NPCI/RFP-ACH/15	RFP, Sec 13	67	13,1	Facility Management	For providing Facility Management services, would NPCI provide all the tools and monitoring systems?	RFP is clear with respect to requirements	Others
302	NPCI/RFP-ACH/15	RFP Sec 13	67	13,1	NPCI would require these services in 2 shifts days at PR and HA site. At DR Site, it would be two shifts.	Does it mean two shifts each for PR, HA and DR? Pls clarify this statement.	No change in the RFP term	Others
303	NPCI/RFP-ACH/15	Section 15	71	Point 15.1 to 15.5	Testing	This section talks about listing out of Test cases etc. where as the same is not part of any Annexures. Shall we assume that this needs to be provided at a later stage after awarding the contract?	Yes	Others
304	NPCI/RFP-ACH/15	RFP Sec 15	71		Testing of products	1.Is the test setup to be provided by the vendo? 2.Will it be at NPCI or the bidder site? 3. Will the development/customisation happen at NPCI premises or bidder premise?	RFP is clear with respect to requirements	Others
305	NPCI/RFP-ACH/15	RFP Sec 16.6	74		Acceptance & Sign-off Procedure	Please include the provision for deemed acceptance of the deliverables by NPCI	No change in the RFP term	Legal

306	NPCI/RFP-ACH/15	RFP Sec 16.7	75		Payment Terms	Please include provisions addressing the late payments by NPCI and the late payment interests.	No change in the RFP term	Legal
307	NPCI/RFP-ACH/15	RFP Sec 16.8	86	Point 34	Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	As per this point it seems penalty is .25% of the purchase value per week. In the RFP on page 86 & 87 in point 8 penalty mentioned is 1%,request NPCI to clarify	No change in the RFP term	Legal
308	NPCI/RFP-ACH/15	RFP	111		Annexure E13	Is Annexure E13 required if bidder has an office in India?	No change in the RFP term	Others
309	NPCI/RFP-ACH/15	RFP	125		Annexure T18	As per Annexure T 18 what exactly is the meaning of 'brief about the available documents'.	No change in the RFP term	Others
310	NPCI/RFP-ACH/15	RFP	112, 113		Annexure T14, T15	What is the scoring system for the two Annexures?Pls elaborate as it will help bidders to carry out self evaluation	No change in the RFP term	Evaluation
311	NPCI/RFP-ACH/15	RFP Sec.3 and Sec 9.7.2	13 & 45	Point 3	Interfacing with NPCI existing & proposed systems -Dispute Resolution Management system	Is it envisaged that participant banks will access only the Dispute Resolution Management module of the ACH rather than the common Dispute Resolution Management system (to which ACH will be interfaced) for all purposes? Please elaborate on how the distinction can be made regarding the functional features?	RFP is clear with respect to requirements	functional
312	NPCI/RFP-ACH/15	General				Where is the place holder for putting the detailed Proposed Solution? Can bidder use their own format for same?	RFP is clear with respect to requirements	functional
313	NPCI/RFP-ACH/15	General				The requirement for Dispute Management given in section 9.7.2 of the RFP is different from that given Annexure T 15. The scope given in 9.7.2 is bigger than what is mentioned in Annexure T15.Pls guide which one should be used by the bidder ?	No change in the RFP term	functional

314	NPCI/RFP-ACH/15	General		General		Any data migration is envisaged from current ECS to ACH?	To be discussed with the successful bidder	functional
315	NPCI/RFP-ACH/15	General		General	Mandate Management system	What is the current Mandate Management system in place. What is the interface requirements for same?	RFP is clear with respect to requirements	functional
316	NPCI/RFP-ACH/15	RFP		General		Will a offsite facility be provided for storing the tapes	No change in the RFP content	functional
317	NPCI/RFP-ACH/15	RFP		General		Is LAN or other n/w equipment will be provided by NPCI at the data center?	No , it should be factored in response to NPCI RFP	Others
318	NPCI/RFP-ACH/15	RFP		General		Can the existing backup facility (s/w + h/w) be extended to the ACH if possible?	No change in RFP conents	Others
319	NPCI/RFP-ACH/15	RFP Sec 16.8	76	Point 10	The Bidder shall provide, to NPCI, for the software required for ACH as a part of this project, regardless of the form or location of such software, and including the source code of the customizations done for NPCI, object code and all related materials such as but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation [all of which will be made available to NPCI with all updates and changes thereto] [a] an exclusive, perpetual, worldwide, irrevocable, fully paid up license; [b] for unlimited and unfettered use for or in relation to NPCI operations by NPCI for any purpose whatsoever, and without any limitations whatsoever, such as but not limited to the number of software units, licenses, copies, devices, transactions, host interfaces, users , CPU,	Request NPCI to add the following clause - Source code of the software exclusively developed for NPCI will only be provided and all the Escrow costs need to be borne exclusively by NPCI only.	No change in the RFP term	Legal

320	NPCI/RFP-ACH/15	RFP Sec 16.8	77	Point 12	NPCI reserves the right to use and transfer of all the software licenses to any of its subsidiaries or group companies at no additional cost and without the imposition of any conditions for such	Request NPCI to add the following clause - All additional users apart from NPCI need to pay the user license fees extra as per the terms and conditions of the License granted to such affiliates and subsidiaries.	No change in the RFP term	Legal
321	NPCI/RFP-ACH/15	RFP Sec 16.8	77	Point 20	Order Cancellation	Request NPCI to clarify - Cancellation under this clause shall only be resorted to by NPCI for the reasons exclusively attributable to Bidder alone. And any compensation by Bidder to NPCI to engage any third party vendor shall not in any case exceed 10% of the original price quoted for the same bidder.	No change in the RFP term	Others
322	NPCI/RFP-ACH/15	RFP Sec 16.8	79	Point 23	Representation and Warranties	Request NPCI to add to the Clause - This clause needs to contain the exceptions for Warranty provisions and should also contain warranty by NPCI for all the material and the representations made by it.	No change in the RFP term	Legal
323	NPCI/RFP-ACH/15	RFP Sec 16.8	80	Point 24	Insurance	Will insurance policy at the corporate level suffice?	No change in the RFP term	
324	NPCI/RFP-ACH/15	RFP Sec 16.8	81	Point 25	Indemnity	Request NPCI to add to the clause - This clause needs to contain the exceptions for Indemnity provisions and should also contain Indemnity by NPCI for all the material and the actions done by it which results in liability for Bidder.	No change in the RFP term	Legal
325	NPCI/RFP-ACH/15	RFP Sec 16.10	88		Escrow Mechanism	Request NPCI to add to the clause - Escrow costs need to be exclusively born by NPCI alone. Only the source code of the solution specifically developed for NPCI will be Escrowed and not the proprietary or preexisting material of Bidder or its sub-contractors or licensors	No change in the RFP term	Legal
326	NPCI/RFP-ACH/15	RFP Sec 16.11	89		Termination of Contract-For Convenience	Request NPCI to consider the following - a) Termination for convenience shall be resorted to by paying suitable termination compensation to the bidder.	No change in the RFP term	Legal
327	NPCI/RFP-ACH/15				Termination of Contract-For Non-performance	Request NPCI to consider the following - c) action under sub-clause(c) shall only be resorted to after due notice to the bidder to rectify the failure and subsequent failure by bidder to rectify the same within 30 days after receipt of such notice from NPCI.	No change in the RFP term	Legal
328	NPCI/RFP-ACH/15	RFP Sec 16.12	89		Liquidated Damages	As there is Penalty clause under Cl.16.8(34) at Page.86, this liquidated damages clause can be deleted in entirety. Request NPCI to look into it.	No change in the RFP term	Legal
329	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		Request NPCI to add the following to the clause -	No change in the RFP term	Legal
330	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		THE CONDITIONS of this obligation are:	No change in the RFP term	Legal

331	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or	No change in the RFP term	Legal
332	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:	No change in the RFP term	Legal
333	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		(a) fails to execute the Contract Form if required; or	No change in the RFP term	Legal
334	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		(b) fails to furnish the performance security, in accordance with the Instruction to Bidders.	No change in the RFP term	Legal
335	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		And also at the end of the Format the following clause need to be added:	No change in the RFP term	Legal
336	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		Notwithstanding anything contained in the foregoing:	No change in the RFP term	Legal
337	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----<Amount in figures and words>.	No change in the RFP term	Legal
338	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within three months of the expiry of the validity period of this Bank Guarantee viz from -----	No change in the RFP term	Legal
339	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- ----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.	No change in the RFP term	Legal
340	NPCI/RFP-ACH/15	RFP	96	Annexure-E3-Bid Security BG		Kindly return the original of this Bank Guarantee to ----- ----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>	No change in the RFP term	Legal

341	NPCI/RFP-ACH/15	RFP	101	Annexure E-6		Request NPCI to add the following - stating that "acceptance of the terms and conditions of RFP by Bidder is strictly subject to the Deviation sheet submitted by the Bidder".	No change in the RFP term	Legal
342	NPCI/RFP-ACH/15	RFP	84	27	Bidder's Liability-In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of NPCI would be considered as a direct claim.	Request NPCI to clarify - if "the claims against customers, users and service providers of NPCI would be considered as a direct claim" .	No change in the RFP term	Legal
343	NPCI/RFP-ACH/15	RFP Sec 16.7	75	Point a	Payment of hardware and operating system-Balance 10% payment will be made post warranty or against Bank guarantee equivalent and valid till expiry of Bank Guarantee -	Please Clarify-whether the payment will be made immediately after warranty. Also, do we have an option to choose between the two	No change in the RFP term	Legal
344	NPCI/RFP-ACH/15	RFP Sec 16.7	75	Point d(i)	Payment of Facility Management will be done quarterly in arrears -	"In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid." We request NPCI to relax this clause	No change in the RFP term	Legal
345	NPCI/RFP-ACH/15	RFP Sec 16.8	86	Point 33(v)	AMC rates should be valid for a period maximum of five years after expiry of one year"s warranty. -	The service rates are subject to tax structure changes. Request NPCI to put the same.	No change in the RFP term	Legal

346	NPCI/RFP-ACH/15	RFP Sec 16.8	80	Point 24	In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment, the Bidder shall procure and maintain adequate commercial general liability insurance and an all risk property insurance in respect of all Deliverables and Services to be rendered under this Agreement and to insure the Deliverables and NPCI against losses arising out of this Agreement and such insurance shall be valid for the entire term of this Agreement.	Does the vendor need to factor this cost as well in our commercials?	No change in the RFP term	Legal
347	NPCI/RFP-ACH/15			General		Request you to kindly extend the bid submission date by 3 weeks.	No change in the RFP term	Admin
348	NPCI/RFP-ACH/19	9,5	38	2	Type of transactions	Could you please specify whether the transactions listed are in different formats and/or business rules or are just identified by different reason codes inside the transaction?	RFP is clear with respect to requirements	Functional
349	NPCI/RFP-ACH/19	9,5	39	3	Files submission	Can you confirm that the files format used by the banks are the one spcified in the RBI guidelines for ECS service? (Procedural guidelines ECS Credit and procedural guidelines ECS debit)	RFP is clear with respect to requirements	Functional
350	NPCI/RFP-ACH/19	9,5	39	4	choose settlement date	How many days in advance can be submitted a transaction?	RFP is clear with respect to requirements	Functional
351	NPCI/RFP-ACH/19	9,5	40	6	Cancellation of warehoused records	Could you please elaborate on how the system should support the cancellation of file and records? Is it foreseen a file based cancellation mechanism or a web based one?	RFP is clear with respect to requirements	Functional
352	NPCI/RFP-ACH/19	9,5	40	7	Batch processing capabilities	Can you please clarify what do you mean by "to split a batch of transactions into single transaction and process the same"?	RFP is clear with respect to requirements	Functional
353	NPCI/RFP-ACH/19	9,5	41	10m	Data Validation at multiple levels	Can you please confirm that the transactions have their own reference, which could be used by the system to identify <u>unambiguously the transactions</u>	RFP is clear with respect to requirements	Functional
354	NPCI/RFP-ACH/19	9,5	41	11	Aggregation	Can you please clarify what do you mean by "The solution should <u>support aggregation of transaction files</u> "?	RFP is clear with respect to requirements	Functional
355	NPCI/RFP-ACH/19	9,5	41	13	Merging multiple files into a batch	Can you please clarify what do you mean by "The system should support merging multiple files submitted by multiple users into a batch and process them"?	RFP is clear with respect to requirements	Functional
356	NPCI/RFP-ACH/19	9,5	42	19	Interface to national/inter-national payment gateways	Can you please give examples of national/international gateways? How settlement of cross border transactions will occur? <u>Outside RBI or inside RBI?</u>	RFP is clear with respect to requirements	Functional

357	NPCI/RFP-ACH/19	9,5	42	21	Membership	Will an Indirect participant be able to interact directly with ACH, meaning that it would be able to send directly transactions?	RFP is clear with respect to requirements	Functional
358	NPCI/RFP-ACH/19	9,5	42	22	Accessibility	Where we can find specifications of Inifinet and NPCI's network?	RFP is clear with respect to requirements	Functional
359	NPCI/RFP-ACH/19	9,6	44	10		Can you please provide samples of existing ECS file formats, SFMS, formats prescribed by regulators/Govt. agencies besides the formats currently being designed for UID and Mobile based transactions?	RFP is clear with respect to requirements	Functional
360	NPCI/RFP-ACH/19	9,6	44	14		From the figure at page 43, we understand that only banks are connected to the ACH, while here you are stating that "Solution should be capable of supporting direct and secure connectivity / interfaces to Corporates, Government Agencies, Utility Companies, Post Office networks or any other Agencies". Can you please clarify?	RFP is clear with respect to requirements	Functional
361	NPCI/RFP-ACH/19	9,6		12	Security	The ACH takes care of the end to end security to access the system from the bank and NPCI side. With regard to the payment file can we assume that the security and privacy of the data will be guaranteed by the NPCI network as it is guaranteed by Bidder in other ACH implementations?	RFP is clear with respect to requirements	Functional
362	NPCI/RFP-ACH/19	9.7.1	46	6	Settlement file generation	Can you please provide samples of current settlement files and interface document of MNSB system?	RFP is clear with respect to requirements	Functional
363	NPCI/RFP-ACH/19	9.7.9.1.	54		UID and IIN Repository	Could you please elaborate on how the system should support the Central UID and IIN Data Repository?	RFP is clear with respect to requirements	Functional
364	NPCI/RFP-ACH/19	11,1	61		The Risk module should have a comprehensive monitoring and reporting capability... ...It should have a capability to integrate with NPCI Risk and Fraud Monitoring tool completely...	It's not clear if the ACH should have another Risk management tool or it has to integrate with the NPCI system. Additionally in chapter 3 "scope of work", NPCI requests to interface the system with an external Fraud and Risk Monitoring and Management System. Please clarify	No change in the RFP content	Functional
365	NPCI/RFP-ACH/19	E9	105	6	Eligibility Criteria	Please clarify: Whether both Bidder and IP Owner should have a local point of presence in India or undertake to setup a point of presence in India within 6 months of the Purchase Order or is it anyone?	RFP is clear with respect to requirements	Eligibility
366	NPCI/RFP-ACH/19	16.8.33	85	2	Annual Maintenance Contract	Bidder requests the bank to modify the clause for some of the database and application are 22% AMC and taxes exclusive	To be discussed during detailed requirement gathering stage	legal
367	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Please provide details on systems/ applications to be integrated such as platform, product used/custom development technology used, database used, interface methods exposed (such as web services, API, JDBC/ODBC, File)	RFP is clear with respect to requirements	SOW
368	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Does NPCI has any preferences/ mandates on any integration approach/paradigm such as SOA. If so please specify	To be discussed during detailed requirement gathering stage	SOW
369	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Does NPCI has any reservations against any integration approach/paradigm such as SOA. If so please specify	To be discussed during detailed requirement gathering stage	SOW

370	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Does NPCI has any preferences/ mandates on any integration products / product suite or categories such as open source? If so please specify	To be discussed during detailed requirement gathering stage	SOW
371	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Does NPCI has any reservations against any integration products / product suite or categories such as open source? If so please specify	To be discussed during detailed requirement gathering stage	SOW
372	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Are there any existing integration products available with NPCI? If yes, please sepcify; are these planned to be reused for this project?	To be discussed during detailed requirement gathering stage	SOW
373	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Please provide aporximate details on the integration touch points/ scenarios expected between the systems to be integrated. if possible.	To be discussed during detailed requirement gathering stage	SOW
374	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Please provide the approximate transaction volumes/ message rates expected to be handled with respect to the integration (Or the frequency of events leading to integration)	To be discussed during detailed requirement gathering stage	SOW
375	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Are there any business processes/ human workflows expected to be automated across the applications to be integrated in the scope of this project?	To be discussed during detailed requirement gathering stage	SOW
376	NPCI/RFP-ACH/19	Chap 3	13	3,3	Interfacing with NPCI existing and proposed systems	Are there any dynamic business rules expected to be defined and managed across the applications to be integrated in the scope of this project?	To be discussed during detailed requirement gathering stage	SOW
377	NPCI/RFP-ACH/19	9,2	34	9,2	In addition to the production environment the bidder has to supply hardware, software, licenses etc.), Disaster Recovery (at different city), PR and High Availability environment (same site).	i. Please clarify if the PR = Production? ii. Please clarify if PR and High Availability environment are expected to be in the same datacenter or can it be in the same city e.g. Primary Data Center and Nearline Data Center and if Nearline Data Center can be considered as HA site? iii. Please specify the location of all the data centers / sites where the ACH infrastructure would be hosted?	Primary and HA site are same.	Functional
378	NPCI/RFP-ACH/19	9,2	35	9,2	Recovery Time Objective (RTO) between primary and high availability. RTO = 10 Mins	The RTO depends on a lot of factors including the network and security infrastructure, please clarify if the existing Network & Security infrastructure capbale of achieving 10 Mins RTO in case primary site is unavailable?	RFP is clear with respect to requirements	Functional
379	NPCI/RFP-ACH/19	9,2	35	9,2	Recovery Time Objective (RTO) between DC and DR excluding network. RTO = 15 Mins	The RTO depends on a lot of factors including the network and security infrastructure, please clarify if the existing Network & Security infrastructure capbale of achieving 15 Mins RTO in case primary site / HA is unavailable?	Please refer to Corrigendum - 1	Functional
380	NPCI/RFP-ACH/19	9,2	34	9,2	Online Data storage capacity is required for six months, and the data will reside in the archive thereafter, the archive should be able to store data for 3 years. Disaster Recovery should be provisioned for Data Archival.	i. Please clarify if the archive data is required to be on tapes on near line storage? ii. What would be the frequency of accessing archive? iii. What is the turn around time expected to restore the document / data from the archive? iv . What would happen to the archive data post 3 years?	No change in RFP conent	Functional

381	NPCI/RFP-ACH/19	9,4	42	9,4	Accessibility: The proposed centralized ACH System should be accessible by the participants through CUG network (Infinet or NPCI's network), Internet, SFTP etc. The ACH participants should be able to access the centralized ACH system through Bank Gateways/Payment Hubs etc.	Please provide LAN, WAN and Security architecture details of the of the existing NPCI network. Also specify what would be the type of network infrastructure at the participant's end?	To be discussed during detailed requirement gathering stage	Functional
382	NPCI/RFP-ACH/19	15,3	71	15,3	„High Availability with load balancing“, scenario for Solution. Test case execution must cover scenario with Disaster Recovery site.	Please clarify as what is expected in High Availability with Load Balancing scenario test case?	To be discussed during detailed requirement gathering stage	Others
383	NPCI/RFP-ACH/19	15,3	71	15,3	ACH system can recover from any single point of failure.	Please clarify as what is expected from the bidder in this test case?	RFP is clear with respect to requirements	Others
384	NPCI/RFP-ACH/19	15,3	71	15,3	Handle all the exception conditions. Bidder has to prepare exception test cases and should be executed for demonstrating the same	Please clarify as what is expected from the bidder in this test case?	RFP is clear with respect to requirements	Others
385	NPCI/RFP-ACH/19	14,5	70	14,5	Third Party Tools or Application Training would include training of all peripheral modules like Clearing and Settlement, Monitoring Tools, MIS, Simulation Tools, Liquidity Manager, Fraud Management, Customer Complain Management etc., which is interfaced with the solution directly or indirectly. Training would include the following:	i. Does NPCI have any existing monitoring tools, if yes please provide details of product and modules? ii. What type of monitoring is expected from the monitoring tools? E.g. OS, Database, app, network, etc?	RFP is clear with respect to requirements	Others
386	NPCI/RFP-ACH/19	13,1	66	A.b	Facility Management - Inventory Management	Should bidder provide the inventory management tool?	RFP is clear with respect to requirements	Others
387	NPCI/RFP-ACH/19	13,1	66	B.o	Facility Management - Integrated Customer Support and Help Desk Management	Please clarify whether the Helpdesk is for NCPI employees only? Also share the expected number of users that would access customer support center?	RFP is clear with respect to requirements	Others
388	NPCI/RFP-ACH/19	13,1	66	B.o	Facility Management - Integrated Customer Support and Help Desk Management	Please share the Service window for Customer support & Helpdesk Management? Also share the language of support.	RFP is clear with respect to requirements	Others
389	NPCI/RFP-ACH/19	13,1	66	B.y	- Tool for monitoring Uptime , System availability and Reporting	In your earlier RFP you have agreed to extend tool set for for monitoring Uptime , System availability and Reporting, can we assume the same for this RFP as well? Please confirm.	RFP is clear with respect to requirements	Others

390	NPCI/RFP-ACH/19	General				Please share the details of tools already available with NPCI that can be used as part of this RFP. Kindly share the below details for each Tools A. Tool Make and Version B.No. of Licenses Available & Expiry dates C Tool functionality (Current)	RFP is clear with respect to requirements	Others
391	NPCI/RFP-ACH/19	13,1	69		Facility Management - The proposed Site structure	a. the support window mentioned is 24*7 for L1 & L2 , wherein before in page no. 67, it was mentioned for 2 shifts days of support at PR, HA & DR site. Please confirm the expected Service window for PR HA & Dr site	RFP is clear with respect to requirements	Others
392	NPCI/RFP-ACH/19	9,5	36		PKI, Digital Signatures, Two factor authentications etc.	Kindly specify the Qunatity of Digital signatures , 2FA required	RFP is clear with respect to requirements	Others
393	NPCI/RFP-ACH/19	9,5	36		Additional Security componets	whether NPCI will provide additional infrastrcture like firewall & load balancer required for our solution or SI needs to factor that	RFP is clear with respect to requirements	Others
394	NPCI/RFP-ACH/19	13,1	67		Facility Management - The bidder has to provide remote expert technical support for any issues / bugs not resolved by onsite resource within specific time frame.	To provide remote expert support to its onsite team, the bidder has to enable a secure connectivity between the NPCI DC's to Bidder's NOC. Please confirm whether such access right and secure connectivity will be provided by NPCI to the bidder?	RFP is clear with respect to requirements	Others
395	NPCI/RFP-ACH/19		33	9,1	The bidder is also expected to assist NPCI in design and development of ACH scheme along with business and operating rules	Please articulate the specific external help which NPCI needs to design ACH schemes?	RFP is clear with respect to requirements	Others
396	NPCI/RFP-ACH/19		34	9,1	Provide scope for participants to design their own products and provide accessibility thru different delivery channels or mechanisms, to meet particular objectives of their customers.	How many such new products will be introduced by the participants in a year?	RFP is clear with respect to requirements	Others
397	NPCI/RFP-ACH/19		34	9,1	Online Data storage capacity is required for six months, and the data will reside in the archive thereafter, the archive should be able to store data for 3 years. Disaster Recovery should be provisioned for Data Archival.	What is the recovery time envisaged if data to be retrieved from archival? Do we need to provide facilities to archive data from DC as well?	RFP is clear with respect to requirements	Others

398	NPCI/RFP-ACH/19		38	9,5	Type of transactions: - The solution should support all types of ACH transactions in debit and credit variant with multiple settlement mechanism ,below mentioned are few examples of types of transaction the proposed system should process (not limited to these transaction	Can we get a comprehensive list of transaction types? How many new types of transactions will be introduced in a year?	RFP is clear with respect to requirements	Others
399	NPCI/RFP-ACH/19		39	9,5	File submissions- The solution should provide a facility so that ACH transactions from the participating institutions are submitted in various formats (existing file format, XML, existing ECS file formats ,SFMS, ISO20022, TXT, ASCII etc.) from participants The file input of upload module should take care of file transformation to NPCI format on validations.	Can we get a comprehensive list of message formats required for this implementation? How many new message formats will be introduced in a year?	RFP is clear with respect to requirements	Others
400	NPCI/RFP-ACH/19		46	9,5	Dispute Resolution Management The proposed solution should have integrated web based facility/interface for participating banks to register, track, escalate and record resolution of complaints/disputes. Interface should also be available such that the complaints received by member banks from their customers can be uploaded to the complaints handling system of NPCI's ACH system. In order to monitor their status, each complaint / grievance should be assigned a unique reference number. The module should have complete end to end dispute redressal mechanism with following features.	Whether Dispute Resolution Management is an integral part of the current RFP? It is mentioned in P.13 that ACH only needs to interface with Dispute Resolution Management System.	RFP is clear with respect to requirements	functional

401	NPCI/RFP-ACH/19		61	11	The risk management system encompasses operational risk, fraud risk, credit risk (corporate), system risk and settlement risk. The Risk module should have a comprehensive monitoring and reporting capability.	Whether Risk & Fraud Monitoring is an integral part of the current RFP? It is mentioned in P.13 that ACH only needs to interface with Fraud and Risk Monitoring and Management System.	RFP is clear with respect to requirements	functional
402	NPCI/RFP-ACH/19						RFP is clear with respect to requirements	Others
403	NPCI/RFP-ACH/19	16,6	75	1	Acceptance & Sign-off Procedure - Bidder will implement the services with at least 5 banks and complete requisite training of the banks. This is called as Pilot Go-Live	IS the bidder expected to roll out / implement the services at all the member banks of NCPI. If yes, please share the number of branches where the application should be rolled out.	RFP is clear with respect to requirements	Others
404	NPCI/RFP-ACH/19	14.2 & 14.3	70		Operation Training	a. How many users needs to be covered and for how many days b. Would NPCI give the training infrastructure?	RFP is clear with respect to requirements	Others
405	NPCI/RFP-ACH/19	14.2 & 14.3			Technical Training		RFP is clear with respect to requirements	Others
406	NPCI/RFP-ACH/19	14.2 & 14.3			Bidder has to provide 1 week training every year on various aspect of solution as described in this chapter	Please share the number of users to be trained ?	RFP is clear with respect to requirements	Others
407	NPCI/RFP-ACH/19		Generic			Please clarify whether OnLine archival is required for the solution?	RFP is clear with respect to requirements	Others
408	NPCI/RFP-ACH/19		Generic			Please provide postal details of DC/Nearsite/DR location?	RFP is clear with respect to requirements	Others
409	NPCI/RFP-ACH/19		Generic			Bidder requests NPCI to clarify on the distance between all the three site/ location and the existing bandwidth size for the RPO and RTO	RFP is clear with respect to requirements	Others
410	NPCI/RFP-ACH/19		Generic			"Please share the details of tools already available with NCPI that can be used as part of this RFP. Kindly share the below details for each Tools A. Tool Make and Version B.No. of Licenses Available & Expiry dates C.Tool functionality (Current) "	RFP is clear with respect to requirements	Others
411	NPCI/RFP-ACH/19		Generic			Would NPCI provide any warehouse for storing of equipments as per scope?	RFP is clear with respect to requirements	Others
412	NPCI/RFP-ACH/19		Generic			Please advise whether NPCI will provide the infrastructure required such as desktops/laptops, printer facility, sitting arrangement, stationery, telephone and internet connection to ACH team to deliver services?	To be discussed during detailed requirement gathering stage	Others
413	NPCI/RFP-ACH/19	RFP	86	33(iii)	Annual Maintenance Contract (AMC)	Pls define the scope & frequency(monthly/quarterly/half yearly)of preventive & proactive to be carried in the AMC period	RFP is clear with respect to requirements	Others
414	NPCI/RFP-ACH/19	RFP	87	16.9(19)	Technical Terms and Conditions	Request NPCI to put a maximum cap of 5% of the AMC value	No change in the RFP term	legal
415	NPCI/RFP-ACH/19	RFP	14 & 89	11 & 16.10	Escrow of Automated Clearing House (ACH) software and releases	Bidder requests for deletion of the clause	No change in the RFP term	legal

416	NPCI/RFP-ACH/19	RFP	75	16,6	Acceptance & Sign-off Procedure	Request for the following addition after clause 16.6.5: The testing to be completed within fifteen (15) days from the date of submission. Before the expiration of such review period, NPCI will submit a written statement (a "Deliverable Review Statement") to the Bidder indicating acceptance of the Deliverable(s) ("Acceptance") or specifying in detail how the submitted Deliverable(s) fails to materially conform to the agreed Specification. (B) Deliverables will be deemed to be fully and finally accepted by NPCI in the event NPCI has not submitted such Deliverable Review Statement to Bidder before the expiration of the 15-day review period, or when NPCI uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").	No change in the RFP term	legal
417	NPCI/RFP-ACH/19	RFP	78 of 142	16.8.12	General Terms and Conditions	Request for the following modification- NPCI reserves the right to use all the software licenses.	No change in the RFP term	legal
418	NPCI/RFP-ACH/19	RFP	78	20	order cancellation: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; a. Delay in customization / implementation / installation beyond the specified period as set out in this Agreement before acceptance of the product; or, b. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process. RFP for Automated Clearing House (ACH) Solution 78 Page © 2011 NPCI Confidential c. 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	request for following modification: NPCI reserves its right to cancel the order in the event of one or more of the following situations, <u>after 30 days of prior written notice to the Bidder to cure the default</u> , that are not occasioned due to reasons solely and directly attributable to NPCI alone; (a).....(b).....(c) In case of order cancellation, any payments made by NPCI to the Bidder for the particular <u>undelivered</u> product would necessarily have to be returned to NPCI.	No change in the RFP term	legal

419	NPCI/RFP-ACH/19	RFP	81	24	<p>Insurance: The Bidder shall furnish to NPCI prior to the commencement of the Pilot phase, copies of the certificates of commercial general liability insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that NPCI will be given thirty (30) days" prior written notice by the insurers in the event of either cancellation or material change in coverage; and that NPCI shall be given thirty (30) days" notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to NPCI, its assigns, officers, directors, agents and employees.</p>	<p><u>Request for the following modification as the notice on any change in the policy will be given by the Bidder and not insurer:</u></p> <p>The Bidder shall ensure that the policies contain provision that NPCI will be given thirty (30) days" prior written notice by the Bidder in the event of either cancellation or material change in coverage; and that NPCI shall be given thirty (30) days" notice prior to termination of the insurance for failure to renew or pay premium.</p>	No change in the RFP term	legal
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420	NPCI/RFP-ACH/19	RFP	82	25	Indemnity: The Bidder hereby indemnifies, protects and saves NPCI and holds 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 (i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory	Request for the following modification on Indemnity clause as we can agree on Indemnity for third party claims and not on breach of contract:" Indemnity - The Bidder hereby indemnifies, protects and saves NPCI and holds NPCI harmless from and against <u>all third party claims</u> , losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from(i) an act of omission or commission of the Bidder, its employees, or employees of its partner in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, partner, partner"s employees, who are deployed by the Bidder, under this contract, (vi) breach of confidentiality obligations of the Bidder, (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement. The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the	No change in the RFP term	legal
421	NPCI/RFP-ACH/19	RFP	85	27	Bidder's Liability: In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of NPCI would be considered as a direct claim.	Request for the following modification: In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise	No change in the RFP term	legal
422	NPCI/RFP-ACH/19	RFP	90	16,11	termination for non performance	Request for a 30 days notice for curing the default before terminating for non-performance	No change in the RFP term	legal

423	NPCI/RFP-ACH/19	RFP	87 of 142	34	General Terms and Conditions	Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 5% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	No change in the RFP term	legal
424	NPCI/RFP-ACH/19	RFP	87 & 88 of 142	8	Technical Terms and Conditions: Penalty of 0.25% of the Purchase Order value per week would be levied as liquidated damage, if the project implementation exceeds agreed timelines with a cap of 10% of the Purchase Order value. If the penalty is more than 5% of the Purchase Order value, NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	The implementation schedule and project phasing will be decided jointly between NPCI and selected bidder. Exact deliverables in terms of hardware and application software will be finalized along with time lines for deliveries. Any delay in the same will attract penalty of <u>0.5% of the undelivered portion of</u> Purchase Order value per week <u>and maximum of 5% of hardware and software order value respectively</u> . However, NPCI may not penalize the bidder for delays not attributable to the bidder on account of uncontrollable circumstances.	No change in the RFP term	legal
425	NPCI/RFP-ACH/19	Consequence of Termination			New Clauses -- Missed in RFP	In the even of termination of convenience by Purchaser, the Bidder shall be paid for the goods delivered and services rendered till the date of termination.	No change in the RFP term	legal
426	NPCI/RFP-ACH/19	Pass Through Warrantymy			New Clauses -- Missed in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	No change in the RFP term	legal
427	NPCI/RFP-ACH/19	IPR			New Clauses -- Missed in RFP	Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Preexisting Works"). All rights in Preexisting Works not expressly transferred or licensed herein are reserved to the owner.	No change in the RFP term	legal

428	NPCI/RFP-ACH/19	Deemed Acceptance			New Clauses -- Missed in RFP	Any equipment supplied or services provided by Bidder shall be deemed to have been accepted by Customer if Customer puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 30 days from the date of receipt of such equipment or delivery of the services.	No change in the RFP term	legal
429	NPCI/RFP-ACH/19	Change Order Mechanism			New Clauses -- Missed in RFP	Either Party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Scope of Work. Bidder will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Scope of Work. The Parties agree to negotiate all Change Order requests expeditiously and in good faith. The Parties further agree that: (a) Bidder may at its discretion undertake and accomplish tasks of a de minimis nature necessary to perform its obligations under any SOW at no additional cost and without requiring the execution of a Change Order; and (b) Bidder shall be compensated with or without a Change Order for unplanned idle time and project delays (to the extent such delays are not caused by Bidder).	No change in the RFP term	legal