

**PRE BID REPLIES FOR NPCI:RFP:2012-13/0019 dated 02.11.2012-RFP FOR ENGAGING AGENCY FOR BUSINESS CONTINUITY MANAGEMENT (BCM)**

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	NPCI Comment
1	Eligibility Criteria	14	4.2(5)	The bidder should not be currently blacklisted by any bank / institution in India or abroad.	<b>Request to amend as follows:</b> The bidder should not be currently blacklisted by any bank / institution in India or abroad for any corrupt or fraudulent practices.	No change in RFP
2	Payment terms	25	8.7	100% payment shall be made after the completion of the BCM as mentioned in Section 3 - Scope of Work and accepted by NPCI officer.	100% payment shall be made after the completion of the BCM as mentioned in Section 3 - Scope of Work and accepted by NPCI officer. <u>The NPCI officer to accept the deliverables within a period of 15 days.</u>	No change in RFP
3	Intellectual Property rights	25	8.11	All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.	<b>Request to substitute existing clause with:</b> Each Party owns, and will continue to own all right, title and interest 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, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner. Notwithstanding, anything contained in Contract, this clause shall survive for one year ,after termination of this Purchase Order.	No change in RFP

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4	Indemnity	26	8.14	<p>The Bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>a) 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,</p> <p>b) 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,</p> <p>c) bonafide use of the deliverables and or services provided by the Bidder,</p> <p>d) 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,</p> <p>e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,</p> <p>f) breach of confidentiality obligations of the Bidder,</p> <p><del>g) gross negligence or gross misconduct solely</del></p>	<p>Request to amend as follows.</p> <p>The Bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all third party claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>a) 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,</p> <p>b) 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,</p> <p>c) bonafide use of the deliverables and or services provided by the Bidder,</p> <p>d) 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,</p> <p>e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,</p> <p>f) breach of confidentiality obligations of the Bidder,</p> <p>g) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their</p>	No change in RFP

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5	Indemnity	26	8.14	<p>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 equipment or software or deliverables at all points of time, provided however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.</p> <p>Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.</p>	<p><b><u>Request to amend as follows:</u></b></p> <p>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 equipment or software or deliverables at all points of time, provided however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.</p> <p><del>Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.</del></p>	No change in RFP
6	Indemnity	26	8.14	<p>The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>a) Non-compliance of the Bidder with Laws / Governmental Requirements.</p> <p>b) Intellectual Property infringement or misappropriation.</p> <p>c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.</p> <p>d) Breach of any terms of Agreement, Representation or Warranty.</p> <p>e) Act of omission or commission in performance of service.</p> <p>f) Loss of data.</p>	<p><b><u>Request to amend as follows:</u></b></p> <p>The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>a) Non-compliance of the Bidder with Laws / Governmental Requirements.</p> <p>b) <u>Breach of third party</u> Intellectual Property infringement or misappropriation.</p> <p>c) <u>Gross</u> Negligence and <u>wilful</u> misconduct of the Bidder, its employees, sub-contractor and agents.</p> <p><del>d) Breach of any terms of Agreement, Representation or Warranty.</del></p> <p><del>e) Act of omission or commission in performance of service.</del></p> <p>f) Loss of data.</p>	No change in RFP

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7	Indemnity	27	8.14	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	<p><b><u>Request to amend as follows:</u></b></p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities <u>and which are caused by or attributable to the Bidder.</u></p>	No change in RFP
8	Bidder's Liability	27	8.15	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.	<p><b><u>Request to amend as follows:</u></b></p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities <u>and which are caused by or attributable to the Bidder.</u></p> <p><u>In no circumstances will either Party be liable to the other in contract, tort, for breach of warranty, or otherwise, for any special, consequential, exemplary, or punitive damages, loss of revenue, business profits, interest or anticipated savings, loss of goodwill or reputation, loss of or damage to records or data, penalties or third party claims for loss or damage or other compensation arising from any act or omission of such party, or its Affiliates, officers, agents, and employees, even if it has been advised of the possibility of such losses or damages.</u></p>	No change in RFP

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9	Declaration Regarding Clean Track by Bidder	42	Annexure J	I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.	<u>Request to amend as follows:</u> I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad <u>for any corrupt or fraudulent practices</u> . I further certify that I am competent officer in my company/firm to make this declaration.	No change in RFP
10	Term	52	Article 12	This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.	This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of <u>One</u> years after the termination / expiry of this Agreement.	No change in RFP
11	Eligibility Criteria	14	Section 4.2	4. The bidder should provide satisfactory performance certificates from two customers where the bidder has implemented Business Continuity Management during last 5 Years	In the eligibility criteria, what is expected out of the satisfactory performance certificates from two customers? We don't have satisfactory performance certificates from customer. Please suggest if we can submit an alternate document as a replacement?	No change in RFP
12					What is the expectation in the documentary evidence of the scope of work already executed by the bidder?	Evidence of similar BCM project execution.
13					<ul style="list-style-type: none"> <li>Which departments / functions are to be included in the BCM engagement apart from NFS?</li> </ul>	This BCM engagement aims to include complete NPCI as organization, including but not limited to NFS, NFS IT, Admin, HR, Network, Risk, Accounts & Finance, Cards, ACH, CTS, and IMPS at all 5 locations.

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14					<ul style="list-style-type: none"> <li>What level of detailing is required for IT DR Plan and Strategy? Also clarify the current applications in the DR setup</li> </ul>	Expected is a complete BCM for NPCI. IT DR documented plan exists and monthly drill is also performed for NFS Operations.
15					<ul style="list-style-type: none"> <li>Pl. provide the applications, servers, IT Infra details along with the existing DR setup and plans / strategies?</li> </ul>	DR Setup is equal to PR and in both we have N+1 devices. Applications are in HA mode. DR & PR Datacenter is each of 1400 sq.ft. & 2400 sq.ft. respectively. Hosting Approx. 150 Servers and additional Network Devices.
16					<ul style="list-style-type: none"> <li>What is the number of users / employees for which Training needs to be imparted?</li> </ul>	Approx. 350 employees at 5 locations. Expected to be scheduled in batches.
17					Have you undergone a Business Impact Analysis and Risk Assessment exercise? If yes, please share the report for the same.	This is the expected outcome of this engagement.
18					Have you identified a list of Assets for Risk Assessment? If yes, please share details.	This is the expected outcome of this engagement.
19					Do you have the basic requirements of a BCM framework in place?	This is the expected outcome of this engagement.
20					Do you have any BCM related documents/procedures etc.?	This is the expected outcome of this engagement.

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21					What are the no. of locations? (List of locations)	There are 5 Locations: - Mumbai - 2 Locations + DC Chennai - 1 Location + DR Additional locations for CTS are Delhi & Hyderabad.
22					What are the no. of departments in each location? (List of department/ business functions location-wise)	Approx. 5 to 7 departments in 3 offices, and 2 are datacenters.
23					What is the approx. employee strength in each department?	Approx. Avg. 30
24					Please provide the list of assets to be covered (Department-wise/location-wise).	All assets at all 5 locations to be covered. Details will be shared with L1 bidder.
25					What is the total no. of employees(location-wise) to whom the BCM awareness sessions are to be conducted?	Please refer point # 16
26					What is included under the “Automated solutions” for periodic awareness. What is the scope?	Please refer RFP point # 3.5
27					What is the location of the ITDR site?	For NFS, IMPS - PR at Mumbai & DR at Chennai. For CTS, ACH - PR at Chennai & DR at Mumbai.
28					Please share the IT Infrastructure details (with detailed network diagram) at the Primary Site and the ITDR.	Please refer point # 15 More details will be shared with L1 bidder.
29	Scope of Work	12	Section 3.1		1. Could you provide the following details to enable us to estimate the efforts better: a. Details and locations of NPCI offices to be considered in scope for ISO 22301 b. Number of Business Departments for whom a BIA is required to done.	Please refer above points in this clarification sheet.
30	BCM Framework	12	Section 3.1		1. When was the BCM Policy for NPCI created ? When was it last reviewed ? Has this been approved by the Executive Management ?	NPCI has created ISMS Policy which is approved by Board.

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31	Risk Assessment	12	Section 3.2		1. Is there any specific methodology that NPCI wishes to adopt for the Risk Assessment ?	Bidder has to provide best methodology for NPCI.
32	Business Impact Analysis	13	Section 3.2		1. For conduction of the BIA, is NPCI acceptable with a template based approach in which a template would be provided and the responsibility of providing the correct and relevant information lies with NPCI. 2. Meetings with the Business Unit Heads would be required for the conduction of the BIA. Are senior management approvals / commitments in place for ensuring the availability of these key persons for interviews over the course of the project.	Bidder has to provide best suitable approach for NPCI.
33	IT Disaster Recovery	13	Section 3.4		1. Is there any documentation available pertaining to the current ITDR setup? Would these be made available to the vendor ? 2. Could you provide details on any existing ITDR testing activity done so far ? 3. Do all applications have a ITDR setup ?	Yes, the documentation will be made available to L1 bidder.
34	Delivery Schedule		Section 8.5		1. Does the time period of 12 weeks include certification or exclude certification 2. Would NPCI consider increasing the start time from T+1 week to T+3 weeks ?	NPCI do not require Certificate. services should start within 1 week from the date of Notification of Award or Purchase Order
35	Penalty for Default in Delivery		Section 8.6		1. In order to ensure no delays to the project, could you provide details on the dedicated personnel from NPCI who would be available for the duration of the project ? 2. Would NPCI commit to a fixed timeline of reviews and feedback within 3 days of submission of a deliverable ? 3. Would NPCI be responsible for delays due to unavailability of personnel for meetings ? 4. Would NPCI be responsible for delays due to unavailability of existing documentation for review.	If service delayed by NPCI end, then such authorized extension of delivery period as may be permitted in writing by NPCI.



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36	Payment Terms		Section 8.7		1. Is NPCI open to the change of payment terms from 100% post completion to anything else ? 2. Does it imply that 100% payment would only be released post the achievement of certification by NPCI ?	Pls refer clause 8.7 of RFP