

PRE BID REPLIES FOR NPCI:RFP:2012-13/0012 Dated 17.08.2012 RFP for Empanelment of Agencies for Certification							
Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Comments
1		several	3.1.2.3, 3.1.4, 3.1.5	certification program'	Is this when the bidder is actually performing the "testing" on the product?		Yes
2		15	3.1.1.3	The Bidder shall assign an experienced project manager to setup the project.	Project management: Can it be the same person or a same person managing several projects/program? Otherwise it would not be cost effective.		NPCI expects a dedicated resource to be on job at least till the compliance program is developed
3		15	3.1.1.4	The Bidder shall assign an experienced project manager for each certification program they may undertake as part of this project.			Yes
4		18	3.1.2.4		Is this clause asking for bidder to be the certification authority on behalf of NPCI?		The bidder is expected to be the certification agency on behalf on NPCI
5		91	Annexure C2		Are the number under Execution of certification program the number of session of tests within the 3 years of the contract or number of products to be tested (with multiple sessions).		The numbers are the number of certifications and are strictly for commercial evaluation only
6		22	3.4	Licensing requirements:	Does it means the bidder is giving up IP to NPCi?		NPCI will take the services from the finalized bidder. The commercial format is revised accordingly

7		42	8.4	General Requiriements for training	Does this mean that the bidder will pay the travelling cost for NPCi people to attend the training if outside Mumbai/Chennai?		NPCI will bear travelling cost for our employees who will attend the training.
8		44	9.8	Payments terms:	This is not clear "100% payment on execution of at least one certification of each category". Does this mean we set up the program but we will not be paid until we actually perform and complete a testing on a product? This may take 12 to 18 month? Is my interpretation correct?		Yes
9					As the contract is a 3 years contract, do it also mean that we may not be paid until the end of the contract?		Pls refer clasue 9.8 of RFP, Payment term of Execution of Certification Program read as"100% payment on completion of activity or 1 month after live whichever is later"
10		10		Last date and time for bid submission	We request for an extension for submission of the bid by atleast 2 weeks, since the scope of work involved is extensive and needs a lot of detailing to be done.		No Change in RFP

11		15	3.1.2.1, 3.1.2.4.1		<p>If NPCi could state the priorities, in terms of the various technologies as we see NPCi putting at same level in the tender for all requirements, for eg (i.e. NFC, Mobile payments, etc...) which may take time for deployment in India and may not happen in the near future.</p>		<p>Priorities will be shared with the Successful Bidder</p>
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12		14, 24	3.1, 4.1		<p>We have understood from the RFP that the bidder have to manage the processes of certification for card and terminal manufacturers. There are also other domains listed such as:- Card personalization: Is NPCI planning to check the process implemented in Card Personalization bureaus? Is NPCI planning to check the personalization of any card product when issued by a Bank? We think both of these two activities have to be covered. - Third Party Processor It was also something in the previous RFP. From our point of view and experience, there is no specific certification process for Third Party Processor as depending on their role, Third Party Processor is acting as a card vendor, terminal vendor, or one of the other actors. Thus could NPCI clarify how specific is a Third Party</p>		There will be TPP to be certified
					- Members		
					We understand Members as banks.		
					1) Card Issuance Setup		
					Is NPCI planning to check the personalization of any card product when issued by a Bank?		

					<p>What other certification processes is NPCI planning to check card issuance setup? Could we get some clarifications?</p>		
					2) Transaction routing and processing		
					There were two bouquets in the last RFP: generally speaking one for the card issuance & card acceptance and one for the network with acquirer and issuer systems (usually banks)		
					Is NPCI planning the same thing in this RFP? When NPCI speaks about Transaction routing and processing, is NPCI planning to perform certification of bank connections to the network for authorization and clearing processing?		As per RFP
13			Section 9	Terms and Conditions	We propose to mutually discuss the terms and conditions (document attached) with the legal personnel to understand the rationale and mutually agree upon terms.		No Change in RFP

14	RFP for Certifications	14	3.1	High Level Scope	Our understanding is that NPCI has already or is in the process of defining Product specifications. Vendor is expected to build the compliance requirements and guidelines as part of the certification program for all NPCI products (AEPS, IMPS AND RUPAY) for various entities (ISSUERS, ACQUIRERS, MERCHANTS, TERMINAL VENDORS, PROCESSORS ETC) based on the product specifications. The product specifications shall be shared to the selected bidder. Please confirm our understanding.		No, This RFP is for hiring a Bidder who will do this stated work for NPCI
15	RFP for Certifications	15	3.1.1.6	Setup an exclusive test bench at the bidder's premises	Should the infrastructure including hardware, software, personnel for all activities in scope be set up in the bidder premises? Is there any specific item/infrastructure that has to be set up in NPCI premises?		As per RFP
16	RFP for Certifications	15	3.1.2.1	NPCI products comply with one or more standards and guidelines like	The bidder's responsibility for certification of the banks, entities, devices will be limited to the compliance requirements set forth jointly with NPCI for NPCI Prodcuts. Please confirm our understanding.		As per RFP

17	RFP for Certifications- Rev01	15	3.1.2.1	NPCI products comply with one or more standards and guidelines like PCI / PA DSS	The test tool involved in certification will have access to test card , track data, PIN etc. Please confirm that the requirement for PCI/PA DSS is not for the test tool		PCI /PA DSS will stand good for all applicable products. The bidder needs to provide the confirmation of the application / waiver of all applicable standards which will be verified by NPCI. NPCI holds the final right to decision. If required by NPCI, at a later stage, the bidder must make necessary changes to comply with the required standards at no extra cost
18	RFP for Certifications- Rev01	16	3.1.2.2	Environment Compliance & Product level compliance	The bidder's responsibility for certification of the banks, entities, devices will be limited to the compliance requirements set forth jointly with NPCI for NPCI Prodcuts. Please confirm our understanding.		Bidder's responsibility is to define the Compliance for Environment and product and its verification
19	RFP for Certifications- Rev01	18	3.1.2.4.1	Product Ecosystem / Channels	The bidder's responsibility for certification of the banks, entities, devices will be limited to the compliance requirements set forth jointly with NPCI for NPCI Prodcuts. Please confirm our understanding.		Bidder's responsibility is to define the Compliance for Environment and product and its verification

20	RFP for Certifications- Rev01	18	3.1.2.4.2	Physical Site (including member / vendor site)	We understand the the bidder expected to visit and certify physical sites in line with the compliance requirements set forth jointly with NPCI and NPCI Products. Please confirm our understanding.		Both. Bidder is expected to certify and verify the physical site (where ever applicable) as per the requirments defined by the bidder. Meeting the requirements is the members' / vendors' responsibility.
21	RFP for Certifications- Rev01	18	3.1.2.4.3	NPCI Products (Mobile Phones)	What will be the final source of transaction from Mobile devices that needs to be certified? Will it be received in XML from the telco or bank?		As per the product specification which shall be shared with the successful Bidder
22	RFP for Certifications- Rev01	18	3.1.2.4.3	NPCI Products (Mobile Phones)	Our understanding is that certification of the mobile devices is not in scope and only the standard transactions originating from them will be scope of certification. Please confirm		Scope is limited to product certification on any handset/ mobile phone
23	RFP for Certifications- Rev01	19	3.1.2.4.5	The bidder should also certify the test tools which other vendors may develop and make available for members to test their NPCI products for their implementation as well as for pre-certification testing.	There could be a number of test tools that are standard /non-standard used by various entities. Please confirm the expectation on the number of such tools that NPCI expects the bidder to certify.		This clause refers to the third party vendors who may develop testing tools adhering to NPCI products.
24	RFP for Certifications- Rev01	NA	General	NA	Can you please share the message formats for existing products of NPCI?		No. Those will be as per respective product specifications

25		20	3.1.4	Developing / providing testing tools for functional and compliance testing	Can you please confirm whether the tools provided by the bidder to NPCI should be standard licensed tools that will be customized for NPCI requirements or can they be proprietary in house tools?		
26	Section 4 Eligibility Criteria	24	4.2	The Bidder must have minimum 2 years hands-on experience for most of the services as sought in RFP & should have executed at least 2 projects each of minimum 6 months duration for any of the international card schemes.	Bidder has hands on experience on multiple projects on most of the services sought in the RFP, but engagement with various clients is not specific to Certification assignment. Will this qualify as being eligible?		No change in RFP
27	Section 5 Instruction to Bidders	27	5.6	B Preparation of Bids 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.	Subject to changes / enhancements by the state / central government, this clause may be amended so as to only consider pricing quotes in the bid excluding all applicable taxes.		No Change in RFP
				<u>Recertification:</u> The bidder shall perform re-certification under the following conditions at no extra cost Due to lack in understanding of the specifications shared by NPCI To comply with guidelines issued by regulatory agency from time to time when the production system of the bank does not deliver as per specifications laid by NPCI or any other factor that are attributable to the bidder	Kindly note that there will be		Section shall be read as following: Recertification: The bidder shall perform re-certification under the following conditions at no extra cost - Due to lack in understanding of the

28	9.17 Obligations of the bidder	49	9.17	<p>However, if there is change in the product which is required to re-certified or if there is any change in the specifications specified by NPCI, then NPCI would make the payments as per the rates applicable to certification as mentioned in the commercial proposal.</p>	lots of effort needed to do recertification. For the conditions listed in the RFP, we would request to amend the clause so as to accommodate the costing		<p>specifications shared by NPCI - or any other factor that are attributable to the bidder However, if there is change in the product which is required to re-certified or if there is any change in the specifications specified by NPCI, then NPCI would make the payments as per the rates applicable to certification as mentioned in the commercial proposal.</p>
29	Annexure H	70	Annexure H	Power of attorney	If the documents are signed by the Director of the company, does NPCI still need Power of Attorney		Board Resolution or Power of Attorney as per RFP format
30	Tender document NPCI:RFP:2012 13/0012 dated 17.08.2012	17 of 94	3.1.2.3.6	Define the pre-requisite requirements for the products and services to be submitted to the Certification program and recognition process to international industry requirements (EMVCo, PCI, GP, NFC etc.)	Kindly clarify if this would be dependent on the compliance specifications defined by the bidder in terms of recognition process to international industry requirements?		Yes
31	- same as above -	42 of 94	8.4	<p>General Requirements for Training The bidder shall bear all the cost of the training program if it conducted at any location other than Mumbai/Chennai. The cost would include travelling charges (Economy class airfare), boarding & lodging expenses.</p>	As the lab is setup in the bidder's premises, can the training be also conducted in the bidder's premises? If it is not in bidder's location, will the costs be borne by NPCI ?		No Change in RFP. The bidder has to bear all training cost.
32	- same as	44 of 94	9.8	Payment Terms	As the compliance, certification, test requirement preparation,		No change in RFP

32	above -	43 of 94	7.0	Payment Terms	audit, execution, training are ongoing activities on what basis will the bidder be paid?		No Change in RFP
33	- same as above -	47 of 94	9.12	Bidder's Liability The Bidder's aggregate liability in connection with obligations undertaken as 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	Kindly clarify whether it is limited to the value of the contract or as unspecified in 9.11 (...NPCI's and hold NPCI's harmless from and against all claims, losses, costs, damages, expenses, action suits and ...)		No Change in RFP
34	- same as above -	21 of 94	3.2	Minimum Technical Requirements for Test tools / Simulators All the tools must comply to the EMV specifications shared by NPCI	Kindly clarify the relationship between RuPay Specifications and EMV specifications that will be shared by NPCI. Does RuPay extend EMV specification ?		Specifications will be shared with the successful bidder
35	- same as above -	92 of 94	Annexure 2 Commercial Bid	7. EMV Toolkit (including three years warranty) **	Bidder assumes this to be only EMV Level 2 test tool and not L1. Kindly confirm. Please clarify further on whether this is for contact or contactless or both		Both Contact and contactless form factors including mobile Secure element & mainly covering, but not limited to, the following. May vary as per product under certification:
36	- same as above -	92 of 94	Annexure 2 Commercial Bid	7.2 Software AMC Cost 7.2 Hardware AMC Cost	Please clarify which software NPCI is referring to Similarly for hardware as well.		The software & supporting hardware that will collectively form the testing environment.

37	15 of 94	3.1.2		<p>NPCI products comply with one or more standards and guidelines like</p> <ul style="list-style-type: none"> o PCI / PA DSS o ISO standards like 7816, 8583, 14443 etc. o EMV Co o NFC standards o Global Platform standards related to payment systems o NPCI Regulations & Standards o Governance / Banking / Regulatory / Statutory guidelines which includes UIDAI o Any other that may be introduced by NPCI or mandated by relevant authorities <p>While defining the compliance setup, bidder should consider these standards and guidelines</p>	<p>Kindly clarify whether the bidder has to set up test bench/ lab for any of these international standards?</p> <p>Kindly clarify this point as well in relation to “3.1.1.6 Setup an exclusive test bench at the bidder’s premises</p> <p>Kindly clarify whether PCI/ PA DSS is required for to all types of test tools”</p>	<p>Certified EMV tools do not support PA DSS, changing them.</p>	<p>Bidder has to set up the test bench for NPCI Products and as per their functional requirements. NPCI Products may adhere to one or more of the stated standards.</p> <p>Please refer Point no 17 for PCI / PA DSS requirements</p>
38	- same as above -	18 of 94	3.1.2.4.2	<p>Physical Site (including member / vendor site)</p> <p>The Bidder should certify members / vendors as well as third party service providers for the following Security Procedures & guidelines like</p> <ul style="list-style-type: none"> □ PCI DSS □ ISO □ EMVCo □ NPCI Regulations & Standards □ Governance / Banking / Regulatory / Statutory guidelines which includes UIDAI □ Any other that may be introduced by NPCI or mandated by relevant authorities 	<p>Kindly clarify whether the bidder has to certify for these specifications - PCI DSS, ISO, EMV?</p>		<p>The bidder has to certify for the compliance requirements as defined by them for the product</p>
39	- same as above -	19 of 94	3.1.2.4.4	<p>Card Solutions, Services and Network</p> <p>The Bidder should certify members as well as third party service providers for the payment solutions & Services like</p> <ul style="list-style-type: none"> □ Switching & Routing □ Transaction processing □ Dispute Management cycle □ Clearing & Settlements □ Any other that may be introduced by NPCI or mandated by relevant authorities 	<p>Kindly clarify what functionalities will the 3rd party processors support? Will this include host and network testing?</p>		<p>As per the product specification which shall be shared with the final bidder</p>

40	Scope of Work	14	3.1	Providing testing tools with necessary infrastructure for Card Manufacturer, Card Personalization, Terminal vendor, Third Party Processor Certification	Please confirm if the card manufacturer certification and card personalisation pertains to RuPay only.		Yes
41	Scope of Work	14	3.1	Providing testing tools with necessary infrastructure for Card Manufacturer, Card Personalization, Terminal vendor, Third Party Processor Certification	Please confirm on the products applicable to terminal/ terminal vendor certification - RuPay, AEPS		All Rupay Products
42	Scope of Work	18	3.1.2.4.2	Physical Site (including member / vendor site) The Bidder should certify members / vendors as well as third party service providers for the following Security Procedures & guidelines like <ul style="list-style-type: none"> □ PCI DSS □ ISO □ EMVCo □ NPCI Regulations & Standards □ Governance / Banking / Regulatory / Statutory guidelines which includes UIDAI □ Any other that may be introduced by NPCI or mandated by relevant authorities 	Our understanding is that the bidder is expected to audit physical site (member/ vendor site/ third party) and provide the findings. Please confirm if the expectation is to repeat audits till certification is achieved		Bidder is to certify vendors Physical site once member/vendor applies for it.After successful certification, annual audits need to be conducted
43	Scope of Work	18	3.1.2.4.2	Physical Site (including member / vendor site) The Bidder should certify members / vendors as well as third party service providers for the following Security Procedures & guidelines like <ul style="list-style-type: none"> □ PCI DSS □ ISO □ EMVCo □ NPCI Regulations & Standards □ Governance / Banking / Regulatory / Statutory guidelines which includes UIDAI □ Any other that may be introduced by NPCI or mandated by relevant authorities 	Please confirm if the physical site audit will be limited to members/ vendors/ third parties within India only		The bidder has to certify for the compliance requirements as defined by them for the product

44	Scope of Work	18	3.1.2.4.2	<p>Life cycle maintenance of the respective certifications including periodic reviews / audits and renewals covering processes like</p> <p>3.1.5.8.1 Certificate Renewal Process</p> <p>3.1.5.8.2 Certificate Revocation Process</p> <p>3.1.5.8.3 Yearly Audits within the certification period</p> <p>3.1.5.8.4 Stakeholder Communication Process, etc.</p>	<p>Our understanding is that bidder is responsible only for identification of various solutions / software / tools required for all compliance and certification and not responsible for purchase of such solution and implementation. For example member may required two factor authentication software / encryption software etc., for PCI DSS certification.....member has to purchase the solution. Please confirm</p>		<p>This section refers to the maintenance and adherence of the specificationcs/guidelines defined by the bidder for the certification program</p>
45	Scope of Work	20	3.1.5.8	<p>Life cycle maintenance of the respective certifications including periodic reviews / audits and renewals covering processes like</p> <p>3.1.5.8.1 Certificate Renewal Process</p> <p>3.1.5.8.2 Certificate Revocation Process</p> <p>3.1.5.8.3 Yearly Audits within the certification period</p> <p>3.1.5.8.4 Stakeholder Communication Process, etc.</p>	<p>Our understanding is that the Audits are expected to be conducted yearly. Please confirm</p>		<p>No change in RFP</p>
46	Pre-requisite	24	4.1	<p>The eligibility of the bidder shall be determined for services as detailed below</p> <p>----</p> <p>Audits on annual basis for above cases wherever applicable</p>	<p>Please confirm if the bidder can partner with other qualified agencies for carryingout a part of the scope of work (e.g., audit)</p>		<p>The bidder needs to inform NPCI about any such intentions in advance with a detailed scope of outsourcing and the details of the partner. NPCI may or may not approve the same on case to case basis</p>

47	Evaluation of Commercial Bids	37	7.3	NPCI reserves the right for splitting the order, for execution of certification, in the ratio 60:40, between L1 and L2 only subject to L2 matching the price of L1 and provided the difference in the prices between L1 and L2 is less than or equal to 10 %.	Please confirm if the execution has to be carried out at the L1 vendor premises with the tools and infrastructure provided by the L1 bidder. Or if the L2 bidder is expected to set up the execution at their premises and implement the same tools as L1 at the same cost?		The compliance program will be carried out only by the L1 bidder. The execution however may be split between L1 and L2 bidders as decided by NPCI. The tools however will be procured from the L1 bidder only
48	Payment Terms	44	9.8	Payment Terms	Would NPCI be willing to re-negotiate on the payment terms during later stages/contract finalization?		No Change in RFP
49	Commercial Bid Format	91-92	Annexure C2	Execution of Certification Program Card Manufacturer 40 Card Personalization 40 Terminal vendor 40 Third Party Processor 40 Members 40 ▫ Card Issuance Setup ▫ Transaction Routing and Processing	Please confirm if the Unit Cost for the line items is inclusive of the infrastructure for the execution set up including the tools		Yes
50	Commercial Bid Format	91-92	Annexure C2	Setting up Test Tools Card Manufacturer 1 Card Personalization 1 Terminal vendor 1 Third Party Processor 1 Members 1 ▫ Card Issuance Setup ▫ Transaction Routing and Processing	Please confirm if the Unit Cost for the line items is exclusive of the infrastructure for the set up including the tools as the execution also involves the infrastructure for the same		Inclusive of all cost

51	Commercial Bid Format	92	Annexure C2	Audit Card Manufacturer 15 Card Personalization 15 Third Party Processor 15 Members 40 ▫ Card Issuance Setup ▫ Transaction Routing and Processing	Please confirm if the unit cost is exclusive of all travel to & accomodation at the physical site		Inclusive of all cost
52	Commercial Bid Format	92	Annexure C2	Audit Card Manufacturer 15 Card Personalization 15 Third Party Processor 15 Members 40 ▫ Card Issuance Setup ▫ Transaction Routing and Processing	Our understanding is that any repeat audit for certification / recertification/ renewal/ annual audit etc will be considered as a separate unit for costing purposes. Please confirm		No Change in RFP

53	Indemnity	45	9.12		Requesting for inclusion of mutual indemnity clause as provided hereunder: NPCI shall indemnify the bidder and hold the bidder indemnified and harmless against all costs, expenses, claims losses, arising out of any claims of personal injury or death attributable to acts or omissions or gross negligence of NPCI or its employees or representatives, or Claims concerning infringement (or alleged infringement) of any form of intellectual or industrial property right or copyrights related to material provided to the bidder or any loss, or damage arising out of NPCI's breach of its obligations or breach of any laws, regulations.,		No Change in RFP
54	Bidders liability	47	9.12	The Bidder's aggregate liability in connection with obligations undertaken as 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 clause states that the liability obligations undertaken by bidder shall be at actual and limited to value of contract. However, since bidders are expected to submit separate SoW for each phase , our request is to consider the liability for each SoW separately and cap the liability to the value of the		No Change in RFP

55	Termination for non-performance	47	9.13	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	Please let us know the notice period for such termination		NPCI reserves its right to terminate the contract any time in such case.
56	Effect of termination	48	9.14 point f	Upon cancellation of contract/completion of service, the bidder should handover the peaceful legal possession of all the assets provided and obtain discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services	Request to re-phrase this to "....NPCI also reserves the right to assign or allot or award the contract to any third party other than Bidder's competitor upon cancellation of the availed services..."		No Change in RFP

57	Liquidated damages	48	9.15	<p>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>9.16.1 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. If the bidder is not able to deliver even after imposing 5% penalty, then NPCI reserves the right to cancel the contract.</p> <p>9.16.2 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. If the bidder is not able to deliver even after imposing 5% penalty, then NPCI reserves the right to cancel the contract.</p> <p>9.16.3 The total amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.</p>	Request to modify the clause as under by including the same, The above stated liquidated damages shall be applicable only for such acts/resons/delays which are attributable to the Bidder		No Change in RFP
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58	Force Majeure	52	9.16	<p>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.</p> <p>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.</p>	<p>Requesting for a mutual force majeure clause, presently its one-sided: Neither party shall be in default or otherwise liable for any failure or delay in its performance under this Agreement or any SOW (other than non-payment) due to circumstances beyond its reasonable control (any act of God, or any government or any governmental body, war, insurrection, the elements, strikes or labour disputes, or other similar or dissimilar cause), provided that it notifies the other party as soon as practicable and uses its best efforts to resume performance.</p>	No Change in terms of RFP
59	Accounting, Inspection and Auditing	50	9.17.4	<p>Point 1) Keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p>	<p>The clause states that cost details would be made available. Bidder would share all other details, however the details with respect to cost are confidential and may not be possible to share the same. Hope this is fine with NPCI and Bidder would be happy to clarify any further queries on this.</p>	No Change in terms of RFP

60	Bidder's actions requiring prior NPCI approval	50	9.19.5	The bidder shall obtain NPCI's prior approval in writing before taking any of the following actions: any change to the personnel listed at the time of signing the contract	Bidder seeks exclusion where it is due to resignation, ill health, disciplinary action. Bidder requests that this clause may be restricted to key resources only.		No Change in RFP
61	Order Cancellation	51	9.19	In case of order cancellation, any payments made by NPCI to the Bidder 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.	Bidder requests deletion of this clause		No Change in RFP
62	Solicitation of employees	53	9.25	The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party	Requesting deletion of this reason alone (numbered (I))		No Change in RFP

63	Penalties and delays in bidder's performance	58	9.28	<p>The Bidder should provide uninterrupted facility to NPCI as per the requirements of this RFP. Inability of the Bidder to either ensure certification of parties as per specifications within defined timelines or to meet the service levels shall be treated as breach of contract and would invoke the penalty clause. Overall cap for penalties will be 5% of the contract value. Thereafter, the contract may be cancelled. NPCI also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to NPCI. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to NPCI. Delivery and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by NPCI. If at any time during performance of the Contract, the Bidder should encounter conditions impeding performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Bidder's notice, NPCI shall evaluate the situation and may at its discretion extend Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. Any delay by Bidder in the performance of its delivery obligations shall render Bidder liable to the imposition of liquidated damages unless extension of time is agreed.</p>	Request to modify the clause as under by including the same, The above stated penalties shall be aplicable only for such acts/resons/delays which are attributable to the Bidder		No Change in RFP
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