



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

PRE BID REPLIES FOR NPCI:RFQ:2013-14/0026 dated 18.10.2013-RFQ for Quotation for Engaging Agency for ISO22301 Certification.

Sr. No#	Document Reference	Page No.	Clause No.	Description in RFP	Clarification Sought	NPCI Replies
1	Section 3	10	3.2	Ensure BCMS standard ISO22301 compliance of following sites in India:-	Do we need to cover all seven sites as part of ISO 22301 certification ? If yes do you have Disaster recovery plan for all 7 sites?	Single Certificate for NPCI covering all 7 sites mentioned in RFQ i.e. 6 locations mentioned below:- 1. BKC office (2 & 8 floor). 2. Mumbai DC (3 & 4 floor). 3. Goregaon office (8 & 13 floor). 4. Chennai DC. 5. Chennai Office. 6. Hyderabad DC. All have DR Plan in place.
2	Section 3	10	3.1.1	A. Conduct ISO22301 GAP assessment before certification: Bidder should conduct GAP assessment against the ISO22301 standard requirements and provide the compliance report to NPCI. The bidder should also provide assistance to NPCI for closure of all findings.	What level of assistance that NCPI looking for ? Is NPCI looking for us to assist in implementing hardware/software.	1. Bidder should complete all documentation required (for certification) after GAP assessment. 2. Bidder should assist in closing the GAP findings which NPCI need to implement, software/Hardware implementation will be done by NPCI.
3	Section 3	10	3.1.2	The bidder should provide assistance for subsequent surveillance audits for 2 years after certification.	What kind of assistance that NCPI looking for? Can we propose the maintenance of the project for next two year? Or only at the time of audit need assistance?	Bidder should to provide assistance before (pre audit check) and during audit. Implementation & Maintenance will be done by NPCI.
4	Section 3	10	3.1.3	Assistance for ISO22301 certification process and successful ISO22301 certification from BSI.	The successful certification is depend on the completeness of hardware , software and readiness of people of an organization. Can you please brief on these three area's of readiness from NPCI in terms of training, documentation and exercising?	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.

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5	Section 4	13	4.2.4	The bidder should provide satisfactory performance certificates from two customers to whom the bidder had provided consultancy for ISO22301 certification during the last 5 years.	ISO 22301 was introduced in April 2012, same has replaced old standard BS25999, kindly confirm if projects executed for BS25999 implementation would be considered for eligibility.	As per BSI Transcation Guide, the BS-25999-2 moved to ISO22301. Hence this clause may be read as"The bidder should provide satisfactory performance certificates from two customers to whom the bidder had provided consultancy for ISO22301/BS25999-2 certification during the last 5 years.
6	Section 4	13	4.2.4	The bidder should provide satisfactory performance certificates from two customers to whom the bidder had provided consultancy for ISO22301 certification during the last 5 years.	ISO 22301 is a new version of BCM. We have helped multiple clients in achieving BS25999 certification of which few are in the transition phase from BS25999 to ISO 22301. Will certification of BS25999 is acceptable as part of the requirement ?	Pls refere Sr.No-5
7	Section 4	13	4.2.5	The bidder should have minimum 5 nos. of resources with ISO22301 Lead Auditor / Lead Implementer Certification having minimum 2 years' experience and minimum 3 nos. of resources having more than 5 years' experience in ISO22301 implementation.	ISO 22301 was introduced in April 2012, same has replaced old standard BS25999, resources having certificate and relevant experience of BS25999 Lead Auditor / Lead Implementer would be considered for eligibility?	As per BSI Transcation Guide, the BS-25999-2 moved to ISO22301. Hence this clause may be read as" The bidder should have minimum 5 nos. of resources with ISO22301/BS25999-2 Lead Auditor / Lead Implementer Certification having minimum 2 years' experience and minimum 3 nos. of resources having more than 5 years' experience in ISO22301/BS25999-2 implementation.
8	Section 4	13	4.2.5	The bidder should have minimum 5 nos. of resources with ISO22301 Lead Auditor / Lead Implementer Certification having minimum 2 years' experience and minimum 3 nos. of resources having more than 5 years' experience in ISO22301 implementation.	We have 3 resources are certified in ISO 22301 implementer / Lead auditor , however we have more than 50 consultants certified in CISSP where us the BCM is part of the certification. Also More than 6 consultants are certified in CBCP or BCCE. Will this suffice to be part of this Bid? Will you be flexible in relaxing this requirement?	Pls refere Sr.No-7

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9	Section 8	22	8.1	NPCI has also the right to place repeat order to the Bidder for services mentioned in this Purchase Order.	NPCI has also the right to place repeat order to the Bidder for services mentioned in this Purchase Order <b>subject to the consent of the Bidder.</b>	No Change in RFP.
10	Section 8	22	8.2	8.2.1 Within 5 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order. 8.2.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.	The PO should contain only mutually agreed terms and conditions including any deviations to the terms and conditions suggested at the time of proposal submission.	No Change in RFP.
11	Section 8	23	8.6	As per RFP	Any change of rate of taxes, duties or other levis shall be to the account of NPCI	No Change in RFP.
12	Section 8	23	8.8	As per RFP	Any change of rate of taxes, duties or other levis shall be to the account of NPCI	No Change in RFP.
13	Section 8	23	8.9.1	As per RFP	Request to add the following: Provided, however, if the acceptance certificate is not signed and provided within 7 days of receipt of the deliverables, the deliverables will be deemed to have been accepted.	No Change in RFP.

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14	Section 8	25	8.17	<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>g) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees</p>	<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><del>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;</del></p> <p><del>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;</del></p> <p><del>e) bonafide use of the deliverables and or services provided by the Bidder;</del></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 employees by the bidder for the purpose of any or all of the obligations under this Agreement.</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,</p>	No change in RFP

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15	Section 8	26	8.18	<p>The selected bidder will be liable for all the deliverables.</p> <p>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.</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.</p>	<p>The selected bidder will be liable for all the deliverables.</p> <p>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.</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.</p> <p>However, indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities and which are caused by or are attributable to the Bidder.</p> <p>Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.</p>	No change in RFP

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16	Section 8	27	8.22	<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. Serious discrepancy observed during performance as per the scope of project</p> <p>b. 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/Bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder 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.</p>	<p>NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are <del>not</del> occasioned due to reasons solely and directly attributable to <del>NPCI</del> the Bidder alone;</p> <p><del>a. Serious discrepancy observed during performance as per the scope of project</del></p> <p>b. 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/Bidder turns out to be incorrect and/or conceals or suppresses material information.</p> <p><del>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.</del></p>	No Change in RFP
17	Section 8	27	8.23	As per RFP	<p>Request to add the below:</p> <p>Bidder may terminate the entire Purchase Order upon written notice to NPCI in the event that NPCI breaches its payment obligations contained herein and fails to cure such default to the selected Bidder's reasonable satisfaction within thirty (30) days after receipt of notice.</p> <p>In the even of termination the vendor shall be paid for the goods and services delivered till the date of termination.</p>	No Change in RFP

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18	Section 10	33	Annexure 3	I have carefully gone through the Terms and Conditions contained in the above referred RFQ for Engaging Agency for ISO22301 Certification. I hereby declare that my company 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 to make this declaration.	I have carefully gone through the Terms and Conditions contained in the above referred RFQ for Engaging Agency for ISO22301 Certification. I hereby declare that my company is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India <del>or abroad</del> . I further certify that I am competent officer in my company to make this declaration.	No change in RFP
19	Section 12	39	Annexure C1	We have complied with all the terms and conditions of the RFQ. We understand that you are not bound to accept the lowest or any Bid you may receive.	We have complied with all the terms and conditions of the RFQ, <del>subject to the deviations provided herein</del> . We understand that you are not bound to accept the lowest or any Bid you may receive.	No change in RFP
20	NA	All section in the scope of services			Please provide category wise breakup and batch size for all staff for conduct the training?	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.
21	NA	General			Can the Consultant engage a professional training agency as a sub-contractor for Awareness and Training delivery?	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.
22	NA	General			Are there any policies and guidelines that are currently being followed at NPCI for Security and BCM?	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.
23	NA	General			Please list all the Management System Standards and Frameworks that are in place at NPCI?	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.
24	NA	General			We assume that the 10 banks are 10 business units of NPCI however, please list down total business units and number of owners	This ISO certification scope do not include member banks.

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25	NA	General			<p>Do you have the following documents with you?</p> <ol style="list-style-type: none"> <li>1. BCM Policy</li> <li>2. Business impact analysis report of all business units (pls list)</li> <li>3. Risk assessment and mitigation plans</li> <li>5. IT disaster Recovery plan</li> <li>6. Incident Management plan that including the communication system</li> <li>7. Crisis management teams and roles and responsibilities of this team</li> <li>8. Business Continuity plans</li> <li>9. BCM Test reports</li> </ol>	NPCI has completed the BCMS implementation as per ISO22301. Bidder is expected to deliver SOW as mentioned in RFQ.
26	New	New	Clause to be added(Accounts receivable)	Clause not present in RFP	<p>"Notwithstanding any contrary provision set forth in this Master Agreement or any Statement of Work, Bidder shall be permitted, at its own cost, to assign and/or sell its rights to receive payments hereunder and there under without obtaining Client's consent.</p> <p>Bidder may also share contract / engagement / project details and relevant documentation to its customers / prospective customers solely for the purpose of, and with the intent to, evidence and support its experience earned under this Agreement.</p> <p>Where Bidder has made a request in writing, all amounts payable to Bidder under and / or in relation to this Agreement shall be paid into a specified bank account ("Collection and Payout Account"), provided the written request specifies the details of the account."</p>	No Change in RFP



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27	New	New	Clause to be added(Change Request)	Clause not present in RFP	Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Consultant will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Consultant shall not be bound to perform any additional services.	No Change in RFP
28	New	New	Clause to be added(Limitation of Liability)	Clause not present in RFP	The maximum aggregate liability of the Vendor shall not exceed the PO value. All indirect and consequential damages under this Agreement are excluded. Except for the warranties and representations expressly stated herein, Vendor hereby excludes all implied and statutory warranties.	No Change in RFP

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29	New	New	Clause to be added(Non Hire Clause)	Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidder's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Bidder employee, or induce any such individual to leave the employ of Bidder. For purposes of this clause, a Bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	No change in RFP
30	New	New	Clause to be added(Savings Clause)	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	No Change in RFP