

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Response
1	Annexure A2 -	Pg 42,	-	Bid Offer Form	Need clarity. What information does this form pertain to?		This annexure acknowledge us that you have examined the RFP document and schedule of prices indicated in the commercial bid are as per the terms and conditions specified in RFP. Rest of the Annexure is Self-explanatory
2	Annexure A7 -	Pg 49		Power of Attorney Format	Need details/clarity: Should it be submitted along with our application		Yes, power of attorney format needs to be submitted along with bid document.
3	Annexure C1 & C2	55,57		Commercial Bid Form	What is the difference between the two		Annexure C1 -indicates the total cost provided, which is inclusive of all components. Along with confirmation that the bidder has complete awareness of all the factors involved. Annexure C2 - is to provide the bifurcation of the cost applicable on the given line item and taxes associated with the cost.
4	Annexure D	58		Non-Disclosure Agreement	Has it to be submitted along with application? Should it be on stamp paper?		No, as per section 10.11.3. only successful bidder has to furnish Non-Disclosure Agreement on stamp paper
5	Technical Evaluation: Section 5	Pg 14,	5.2	Evaluation of Technical Response of Bids	Presentation in person?		Yes, presentation has be in person. Time of presentation would be of 45 minutes, followed by a 15 minutes Q&A.

6	Technical Evaluation: Section 5	Pg 14,	5.2	Evaluation of Technical Response of Bids	In Technical Bid we hope no creatives have to be shown/submitted. They will have to be shown if called for presentation. Is our understanding here right?		In technical bid, creatives for the following will be required, as detailed in annexure B2: 1. Supporting creatives for proposed brand positioning for RuPay, IMPS and NPCI as stated under point 1 & 2 of annexure B-2 is required to be submitted as part of technical bid in envelope B. 2. As per point 3 & 4 case studies of the projects undertaken by you, are also required to be part of the envelope B.
7	7.14.2 Envelope 'B' should be super scribed as Technical Bid	21	7.14.2	Presentation containing the pitch for technical evaluation in CD/DVD and 2 hard copies.	NPCI wants us to send our pitch presentation before the short list process?		Yes, the bidders are required to submit the technical bid presentation in envelope B. It will be opened only if you clear eligibility criteria.
8	Annexure A7 – Power of Attorney Format	49		Power of Attorney Format	Who is the Power of Attorney for?		Power of attorney is a document executed by a company in favour of any official of the company, authorising him to do certain acts on behalf of the company.
9	Annexure–A3 - Bidders Information	44		Details of Incorporation	That is "Ref"		Ref # indicates the Registration number of the Firm as mentioned in the Certificate of Incorporation.
10					To verify the address of the office or branch in Mumbai – will an electricity bill do?		Yes, electricity bill will suffice as supporting document to verify the address of your office.
11	Section 7 Bidding Document	19	7.14.1 Point No.10	RFP document duly sealed and signed by the authorized signatory on every page	Please specify Contents of RFP		The bidder needs to take a printout of the RFP as seen on NPCI website consisting of 62 pages and each page should be sealed and signed by the authorized signatory of the bidder.

12	Section 7 Bidding Document	19	7.14.2 Point No.1	Presentation containing the pitch for technical evaluation in CD/DVD and 2 hard copies	Please specify Contents of pitch for technical evaluation and how different it is from the above point (7.14.1 Pt 10)		Content for the pitch should include all points detailed under section 5.2 of the RFP. Presentation needs to be only for 45 minutes, post that a Q&A session for 15 minutes will be held.
13	NPCI/RFP/2014-2015/0016 dated :17/10/2014	8	Section 1 Clause No 10	Bid Cost	Whether NSIC Certificate is applicable against Bid Cost Rs. 5,618/-	NSIC registered agencies have exemption from paying Tender document fees for tender application	No change in RFP
14	NPCI/RFP/2014-2015/0016 dated :17/10/2014	8	Section 1 Clause No 11	EMD	Whether NSIC Certificate is applicable against EMD Rs. 5,00,000/-	NSIC registered agencies have exemption from paying EMD for tender application	No change in RFP
15	Section 3 Scope of work	11	3.2 - D	Media Planning: The scope does not media buying. Media buying will be done on project basis	What do you mean by media buying will be done on project basis and who will do that		Post media planning, media buying will be done by NPCI through best quote process from open market.
16	Section 4 Eligibility Criteria	13	4.1.1	Bidder should be registered <u>under the Companies Act, The Partnership Act or LLP</u> for last 3 years.	We are a <u>proprietary Concern</u> and a proprietor concern is not required to be registered under companies act.	We are a Rs. 550 crore +, 360 degree communication agency having very good experience in handling national and international	No change in RFP

						communication activities for esteemed ministries, PSUs and other organizations and we are qualified all other eligibility criteria	
17	Section 7 Instruction to Bidders	19	7.7.1	EMD in the form of a DD/Pay order or by way of BG	Please allow us to submit the EMD in the form of FDR pledged to NPCIL		No change in RFP
18	General Query				What is the approximate budget for each year		Details of budget will be communicated to the successful bidder, after the RFP process.
19	General Query				Only one bidder (i.e. lowest bidder) will be selected or multiple agencies?		Yes, only one bidder will be selected as successful agency.
20	General Query				Also request to extend of due date by another 5-7 days		Sorry, extension for the submission date is not possible. Request you to submit your bids on or before 19.11.2014
21	General Query				Please request to share queries of other bidders and its answers with us		We will be sharing our responses given to other bidders, however anonymity of the bidder will be maintained.
22	3.3 Other information	12	3.3.2	The agency will be required to extend its support to NPCI's digital agency & BTL agency for implementation of campaigns.	Will this include execution and implementation of digital & BTL campaigns? If not to what extent will our involvement be with the Digital and BTL Agency?		Create campaign guidelines and provide broad vision for digital and BTL agency to implement campaigns with same consistency.

23	Annexure C1 – COMMERCIAL BID FORM	55	NA	<b>AFFIRMATION</b> We affirm that the total price given above represents the entire cost to complete the work in accordance with the RFP and is inclusive of manpower cost, hardware cost, telephone expenses, other related hardware/software requirement for successful completion of the project, out-of-pocket expenses and incidentals etc. and no claim will be made on account of any increase in expenses to be incurred to complete this Project.	Commercial bid price will only include agency cost as given in annexure C1 under affirmation. The bid price will not include 3 <sup>rd</sup> party costs like TVC and radio production, photo shoot, Calligraphy, 3D modelling, digital & progressive proofing etc. It will also not include print production & language translation costs. Please confirm the same.	Agency supervision fee of 10% applicable on all 3 <sup>rd</sup> party cost. And all print production jobs including artwork, image correction, image replacement and language translation & supervision etc would be charged as per agency rate card.	No, supervision and other fee described in the query will not be paid separately, it has to be a part of retainer fee submitted during the empanelment process.
24	Submission of bid	20	7.13.1	The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.	Is there a size specification for the envelopes?		There is no size specification for the envelopes.
25	Scope of Work	11	3.2 D	Media Planning: The scope does not media buying. Media buying will be done on project basis.	Does it include media planning? Please confirm.		Yes, media planning is the part of scope of work.

26	Annexure D – Non Disclosure Agreement	58	NA	Non-Disclosure Agreement	There is an NDA from attached in RFP. Does this have to be in legal paper, if so, then what denomination or should it be just signed as per the document format given in the RFP to be submitted.	Should the NDA form be submitted in the bid envelope, if so, then which envelope should it be part of i.e. envelope A, B or C.	The NDA will be signed only with the successful bidder after the L1 bidder is declared. Hence there is no need for the NDA to be submitted presently with any of the Envelopes.
27	Checklist	6	g	RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – 'A'.	Document referred here is the original RFP form downloaded from the website, a total of 62 pages which needs to be signed by the authorized signatory or there is a separate RFP form for bid submission		The bidder needs to take a printout of the RFP as seen on NPCI website consisting of 62 pages. Each page should be sealed and signed by the authorized signatory of the bidder.
28	Scope of Work	pg 11	3.1 & 3.2	Full Section	360 scope, hence Scope needs to be reviewed by other divisions too. We do not do production jobs, which is covered under the Scope of Work, please clarify this to NPCI. Further agency is required to have local language expert, does this mean bidder is required to have in house translators?		Agency needs to have the capability to provide quality job with expected TAT. In-house translators are not required as long as the job is delivered.

29	Scope of Work	pg 12	3.3.2	Bidder is required to extend its support to NPCI's digital and BTL agencies.	If the bidder will be providing 360 services, what type of support is required from the bidder?		Create campaign guidelines and provide broad vision for digital and BTL agency to implement campaigns with same consistency. For a 360 degree campaign implementation, the agency is required to take a lead to ensure consistency in message and communication.
30	Scope of Work	pg 12	3.3.3	The empanelment shall be initially for a term of one (1) year from the date of empanelment. NPCI solely reserves the right to extend the same on yearly basis up to two (2) additional years, with the same terms and conditions and price, based on the periodic reviews to assess the performance during the specified duration of empanelment.	Please note that in case of extension the price will remain the same, without any escalation in cost/fee.		Yes, if the same price is agreeable to the empanelled bidder post empanelment period.
31	Scope of Work	pg 12	3.3.4	The empanelled agency should have all the necessary required permission/license/clearance from the concerned authorities with regard to release of any publicity material.	We do not release the publicity material, please clarify from NPCI if empanelled agency is required to release.		No, media buying and releasing will be done through lowest quote model and is not part of scope of work.
32	Period of Validity of Bids	pg 19	7.1	Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 180 days as non-	Bid validity period is 180 days which too long. It should be 90 days after the bid opening.		No change in RFP

				responsive, without any correspondence.			
33	Terms & Conditions	pg 28	10.1.5	<p>"Intellectual Property Rights (IPR)" means any and all copyright, moral rights trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.</p>	<p>Intellectual Property Rights: The rights will be subject to third party terms and conditions so far as 3rd party materials are concerned. Hence accepting such wide definition covering all rights is not advisable. Please discuss.</p>		No Change in RFP



34	Penalty for Default	pg 29	10.6	If the Bidder does not deliver the scope of work within stipulated period from the date of receipt of Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty	Timelines are essence of contract. However, if NPCI fails to provide timely approval/inputs, bidder should not be held responsible for the same. Exception to such an extent is missing.		We understand that and all the timelines set by NPCI will be pragmatic and time of our approval will be considered for setting deadlines.
35	Performance Bank Guarantee	pg 29	10.7	Performance Bank Guarantee shall be equal to 10% of the retainer value valid for 1 year with an action (claim) period of 12 months as per the statutory provisions in force.	Please note, PBG should be valid for the contract period. RFP states validity as 12 months of claim period after expiry or termination of the Agreement, which is unreasonable. Hence we suggest to discuss this with NPCI.		No change in RFP
36	Price	pg 29	10.8	Price shall remain fixed for a period of 1 year from the date of empanelment. In case of extension of empanelment period post the term for year 2 and year 3, the price will not be reviewed and continue at the same price as agreed for year 1 there shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.	Please note, in case of extension price remains constant. We assume that fee will increase if the contract is extended. Please discuss		Yes, if the same price is agreeable to the empanelled bidder post empanelment period.
37	Payment Terms	pg 30	10.10.1	Payment shall be released on the monthly basis in arrears as per the retainer model where in the engagement is done for the period of 12 months.	Discuss with NPCI as to why fee will be paid in arrears? Fee needs to be paid regularly and in monthly instalments.		Payment will be processed in monthly retainer model as described in section 10.10 of RFP.

38	Intellectual Property	pg 31	10.12	The bidder and their subcontractor must own the responsibility to transfer the Intellectual Property Rights (IPR) to NPCI for all the documentation, customizations, strategy, policies, guidelines rules and regulations etc., done for NPCI. NPCI will have the sole and exclusive right to this IPR. Intellectual Property Rights in all standard products shall remain vested in the owner of such rights.	On payment of all the agreed fees and cost, the rights in the material independently provided by us will vest with NPCI. Third party material will be governed by terms of third parties. Hence we cannot give any assurance on behalf of sub-contractors that they will transfer the IPR. Also IPR will pass on to NPCI upon payment of all the dues, this point is not covered in this clause. Please discuss with NPCI.		No Change in RFP
39	Indemnity	pg 32	10.13	The Bidders 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	Indemnity for acts and omissions of agents, agents employees, sub-contractors cannot be accepted. Any warranty can be restricted only to Copyrights and Trademarks and that with respect to work independently provided by Bidder. Responsibility for third party acts and omissions is not acceptable. Further indemnity obligation should be limited to total value of PO or contract value in all proven and adjudicated cases. Currently it is limited to court awarded damages.		No Change in RFP

40	Bidder's Liability	pg 33	10.14	The selected Bidder will be liable for all the deliverables	Liability for infringement of third party IPR, gross misconduct and negligence of agents, subcontractors and its employees is carved out to have unlimited liability. We cannot undertake unlimited liability for any reason. Please discuss.		No Change in RFP
41	Liquidated Damages	pg 33	10.15	The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.	This clause is not applicable to services provided by us. We are not supplying any equipment or software. In any case for default there is performance bank guarantee. Hence separate LD is not required.		This provision applicable only in case of supply of software / equipment. Therefore no change in RFP.
42	Force Majeure	pg 33	10.16	Full Section	In case of force majeure event, performance bank guarantee and liquidated damages shall not apply is not mentioned. Further termination due to Force majeure event, all payment due till the effective date of termination needs to be paid. Please discuss.		No Change in RFP

43	Compliance with Applicable Laws of India	pg 35	10.18	The Contract shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject-matter of this Contract shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.	For our services only ASCI guidelines are applicable. In any case we should be notified by NPCI for any applicable laws to be complied with while providing services. We cannot notify NPCI. Further Indemnity obligations are already covered in the previous clause, indemnity for non compliance with applicable law is unreasonable. We cannot take unlimited liability to indemnify for all and every acts. Please discuss.		Standard provision. No change.
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44	Order Cancellation	pg 36	10.21	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;	In case of default time should be given to remedy the breach and only if the breach is not remedied the order may be cancelled. Also this clause should be mutual for both parties. NPCI has the performance bank guarantee against such defaults. In addition to that, additional penalties of interest and return of money will be imposed on bidder which is unreasonable. We suggest discussion with NPCI. Indemnity obligation, liquidated damages, performance bank guarantee are already provided in the contract. In addition, compensation clause is added. We feel there are number of instances in contract for indemnity and compensation obligations. We suggest that the same be specified under one head of Indemnity or liability. Please discuss.		No Change in RFP
45	Annexure A 1.2 - Bid Security (Bank Guarantee- EMD)	pg 39		Full Section	Note that, if bidder is not declared as successful bidder the bid security needs to be returned immediately on declaration of successful bidder. Please discuss.		Yes, the bid security will be returned to unsuccessful bidders, as soon as successful bidder is declared. Please refer to Clause # 7.8 of the RFP document.

46	Annexure A 1.3 Bid Security (Performance Bank Guarantee)	pg 40		Full Section	A written intimation to supplier about the demand made by NPCI be given by Bank. Bank guarantee to be valid for the contract period. The claim needs to be supported by details of default to be submitted to Bank by NPCI.		No change in RFP
47	Annexure A5 – Declaration for Acceptance of RFP Terms and Conditions	pg 47		Full Section	All the terms and conditions needs to be mutually discussed and agreed. The current terms does not match the services that will be rendered by the bidder. Hence we suggest to discuss this with NPCI so that appropriate terms be included after mutual discussion		No Change in RFP
48	Annexure D – Non Disclosure Agreement	pg 58		Full Section	Definition of Confidential Information covers employees related personal and sensitive data, which will never be shared with us. Please note personal or sensitive date will not be shared with us. There are serious implications for violation of personal or sensitive data hence This should not be accepted in any case.		No Change in RFP. This clause applicable only if personal information shared.

49	Article 4: Disclosure	pg 59		Full Section	Disclosure to Affiliates by NPCI of the confidential information, We do not agree on "Affiliates". Please discuss.		No Change in RFP
50	Article 12: Term	pg 63		Full Section	The Term should be one year from the "Effective Date"		No Change in RFP
51	Scope of Work	pg 11	3.2	Full Section	Number of Campaigns in a year? TV, Radio, Press, BTL & Digital Campaigns bifurcation needed for us to estimate a cost.		One major launch campaign, 6-7 mini campaigns and on-going creative support are expected for your period of empanelment.
52	Scope of Work	pg 11	3.2	Full Section	Do we need to present media plan?		No, media plan need not be presented.
53	Scope of Work	pg 11	3.2.1 & 3.2.2	Logo Harmonization of all products and NPCI logos. Creating names alternates for NPCI & its products.	Should new logo designs for the sub-brands be presented in the pitch presentation? Which brands are to be included for the presentation of campaigns?		It is not mandatory to present new logo designs, but feel free to include them to support your pitch. RuPay, IMPS and NUUP are consumer facing brands, where major budget would be allocated.
54	Introduction	pg 9	2.1	About NPCI	Who are our key competitors in each of the categories we are present in? Who are our target audiences for each of the products/brands that we have under NPCI?		RuPay faces competition from international card schemes operating in Indian payments industry. However other products of NPCI currently don't face major competition in payments industry.
55	Payment terms	pg 30	10.1	Need to incorporate	Interest to be payable on delayed payments		No change in RFP
56	Indemnity	pg 31	10.13	Need to incorporate	Indemnity obligation of the NPCI to fully indemnify the Bidder		No Change in RFP
57	NA			Need to incorporate	Limited agency clause		No Change in RFP

58	Order Cancellation or Termination	pg 36	10.21	Need to incorporate	In case of termination, bidder shall be paid for services rendered/goods delivered till effective date of termination and third party cost approved by NPCI.		No Change in RFP
59	Bidder's Liability	pg 33	10.14	Need to incorporate	All taxes to be liability of the NPCI and the same should be specified under the agreement.		No Change in RFP
60	Bidder's Liability	pg 33	10.14	Need to incorporate	Limitation of Bidder's liability to either 50% of the preceding 6 months fees received under the agreement or total value of PO or contract value in all proven and adjudicated cases.		No Change in RFP
61	NA			Need to incorporate	The current clause does not cover the third party terms and conditions required to be followed by NPCI and that rights in copyrights and trademarks will pass on to NPCI upon receipt of payment of all the monies due.		No Change in RFP
62	NA			Need to incorporate	Please note that Terms of this agreement shall supersede terms and conditions of other documents including PO. Sentence to that effect is missing.		No Change in RFP