

PRE BID REPLIES FOR NPCI:RFP:13-14/0034 dated 13.01.2014 - Request for Proposal for Procurement of Automation Tool

S.No	Document Reference	Page No	Clause No	Description in RFQ	Clarification sought	Additional Remarks (if any)	Reply to Query
1	Section 1 - Bid Schedule & Address	8	1	Last date and time for Bid Submission	Request to extend the timeline for RFP submission by 3 weeks - Please confirm.		No change in RFP.
2	Section 2 - Introduction	9	2.2	The objective of this RFP is procure an Automation Tool to attain DR Automation thus eliminating manual errors and having an updated standards based and secure DC.	Our understanding is that this statement is a summary of the objective of the RFP. And the scope involves other automation tasks in addition to the stated objective of DR automation as part of delivery. Please clarify.		DR automation is the scope for this RFP. Other automation tasks will be done using the manmonth rates requested in the RFP.
3	Section 3 - Scope of Work	10	3.2(b)	Specification for hardware and software setup required for installation of the tool, including provision of alternate set-up. NPCI will procure the same separately.	Procurement of hardware, Operating System, network equipments and hosting in the premises will be responsibility of NPCI. Apart from this, monitoring and backup would also be responsibility of NPCI - Please confirm		Specifications are required from bidder. Procurement of hardware, OS, NW equipment and hosting, backup and monitoring will be done by NPCI.
4	Section 3 - Scope of Work	10	3.2(f)	Warranty for one year and AMC support for the next 5 years.	Vendor has option to provide support either remotely or by resources placed on site as required for the fulfilment of SLA- Please confirm		OK
5	Section 5 - Instruction to Bidders	13	5.10	Forfeiture of EMD - The EMD made by the bidder will be forfeited if: a) Bidder withdraws his bid before opening of the bids. b) Bidder withdraws his bid after opening of the bids but before Notification of Award. c) Selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee. d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee. e) Selected Bidder fails to accept the order within seven days from the date of receipt of the order. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder. f) Bidder fails to submit the Performance Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.	Not acceptable. It will happen only if bidder does not comply with the terms and conditions as submitted along with the proposal.		No change. Forfeiture only in specified conditions.
6	Section 5 - Instruction to Bidders	13	5.11	Period of Validity of Bids 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-responsive, without any correspondence.	Bidder will quote with a bid validity of 30 days from the date of submission of the BID.		No change in RFP.
7	Section 5 - Instruction to Bidders and Section 8 - Terms and Conditions	13, 23	5.7, 8.6	5.7 Bid Price Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt. The VAT/Sales Tax should be shown separately in the Price Schedule. 8.6 Taxes and Duties All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment. Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	We request to clarify that the Bid price shall be exclusive of all applicable taxes, duties levies, VAT/Sales Tax/ Service Tax/Octroi. All taxes including any newly introduced taxes shall be to the account of NPCI. Any increase or decrease in taxes shall be to the account of NPCI.		Pls refer the RFP. Prices are Inclusive of all Taxes and Duties expect octroi
8	Section 8 - Terms and Conditions	23	8.3	Term of Contract The Purchase Order will be issued for a support period of 5 years. NPCI reserves the sole right to extend the term. NPCI shall notify its decision to extend the term at least 1 (one) month prior to the expiry of the term. Successful bidder is expected to remind NPCI with sufficient notice on support period end.	We request to clarify that both Supplier and NPCI shall mutually have a right to extent the Contract.		No change in RFP.
9	Section 8 - Terms and Conditions	23	8.6	Taxes and Duties All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment. Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.		No change in RFP
10	Section 8 - Terms and Conditions	23	8.7	Terms of Delivery The automation tool for NPCI shall be delivered within 3 weeks of acceptance of the purchase order. The installation should be carried out within 4- 6 weeks from delivery date,	Can the bidder deliver the material within 6-8 weeks from the date of the receipt of the Purchase order 5 to 6 weeks time for installation from the date of delivery		No change in RFP.

11	Section 8 - Terms and Conditions	23	8.7	Terms of Delivery The automation tool for NPCI shall be delivered within 3 weeks of acceptance of the purchase order. The installation should be carried out within 4- 6 weeks from delivery date,	DR automation of various product would depend upon third party. Hence it requires more time for delivery based on no of application requires automation. Hence require more time in months from delivery date.		No change in RFP.
12	Section 8 - Terms and Conditions	23	8.8 (a)	Penalty for default in delivery If the Supplier does not deliver the entire software as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below: a) Non Delivery of above at NPCI Chennai and Mumbai locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% (i.e. 10 weeks).	We request to clarify that Penalty at the rate of 0.5% of the value of the defaulted goods/services up to a maximum of 5% of the value of the defaulted goods/services due to reasons solely and entirely attributable to the Bidder. This penalty shall be the sole and exclusive remedy for NPCI.		No change in RFP. Other remedy not closed
13	Section 8 - Terms and Conditions	23	8.8 (b)	Penalty for default in delivery b) In case the delay exceeds the stipulated delivery period, NPCI reserves the right to impose double this penalty and/or cancel the order without prejudice to other remedies available to NPCI.	We request to clarify that we do not accept a double penalty clause hence request to delete the same.		No change in RFP
14	Section 8 - Terms and Conditions	24	8.9 (Paragraph 2)	Warranties and Support Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period.	We request to clarify Bidder shall replace such equipment/software supplied by Bidder only if delays/defaults are solely attributable to Bidder.		Any defective equipment /software supplied by Bidder during warranty & AMC shall be replaced by Bidder only at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software
15	Section 8 - Terms and Conditions	24	8.9	Bidder shall provide warranty for a period of 1 (one) year from the date of implementation or acceptance of the entire system, whichever is later. Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period. During Warranty period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software. In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software as required at his own cost. NPCI shall not reimburse cost of such software, if any.	We request you to add standard exceptions and exclusions to Warranty.		No change in RFP
16	Section 8 - Terms and Conditions	24	8.9	Bidder shall provide warranty for a period of 1 (one) year from the date of implementation or acceptance of the entire system, whichever is later. Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period. During Warranty period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software. In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software as required at his own cost. NPCI shall not reimburse cost of such software, if any.	We request to add the following- EXCEPT AS SET FORTH IN THIS SECTION, SUPPLIER MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SUPPLIER.		No change in RFP. Warranty included is included and not otherwise
17	Section 8 - Terms and Conditions	24	8.9	Bidder shall provide warranty for a period of 1 (one) year from the date of implementation or acceptance of the entire system, whichever is later. Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period. During Warranty period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software. In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software as required at his own cost. NPCI shall not reimburse cost of such software, if any.	Request to insert warranties that NPCI needs to provide the Bidder.		No change in RFP

18	Section 8 - Terms and Conditions	24	8.11	Insurance of Equipment: Only software, no insurance required. Acceptance Procedure After receipt of all the deliverables and implementation of the solution is completed as mentioned in the Purchase Order/Contract, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the Supplier and officials / representatives of NPCI. The deliverables and implementation shall be considered to be accepted by NPCI when The workflows have been implemented and tested at all the locations. The date on which such certificate is signed shall be deemed to be the date of acceptance of NPCI. The warranty period starts accordingly.	Need to add the following clause- A Deliverable shall be treated as accepted by NPCI if the NPCI (a) fails to provide the list of Non Conformities within the Review and Acceptance Period set out in the relevant Statement of Work, (b) fails to notify the acceptance of the Deliverables in terms of this clause within the period agreed for the same, or (c) starts using the Deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).	No change in RFP
19	Section 8 - Terms and Conditions	24	8.11	Insurance of Equipment: Only software, no insurance required. Acceptance Procedure After receipt of all the deliverables and implementation of the solution is completed as mentioned in the Purchase Order/Contract, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the Supplier and officials / representatives of NPCI. The deliverables and implementation shall be considered to be accepted by NPCI when The workflows have been implemented and tested at all the locations. The date on which such certificate is signed shall be deemed to be the date of acceptance of NPCI. The warranty period starts accordingly.	Acceptance certificate shall be issued within 15 days of notification of completion by the Bidder else it will be deemed accepted.	No change in RFP
20	Section 8 - Terms and Conditions	24	8.12	Repeat Orders NPCI has right to alter (increase or decrease) the number of quantities in the Bill of Material mentioned in the RFP. NPCI has right to place repeat order to the Bidder for any or all of the equipment and licenses mentioned in this RFP, at the unit rate quoted in the commercial format during the period of one year from the date of acceptance of the solution.	We request to clarify that alteration to orders shall happen only with advance written notice of 30 days to the Bidder.	In case of repeat orders, the delivery period will be discussed with the successful bidder
21	Section 8 - Terms and Conditions	24	8.12	Repeat Orders NPCI has right to alter (increase or decrease) the number of quantities in the Bill of Material mentioned in the RFP. NPCI has right to place repeat order to the Bidder for any or all of the equipment and licenses mentioned in this RFP, at the unit rate quoted in the commercial format during the period of one year from the date of acceptance of the solution.	1.It should be restricted to +/-10% maximum of the quantity quoted as per RFP. 2.Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity. 3. Need to have B2B with OEM.	1. No change in RFP 2. NPCI has the right to alter(increase or decrease) the quantities in the Bill of Material at the same terms and conditions and prices will be charged for goods supplied as per the contract unit cost. 3. Bidder is single point of contact for NPCI and bidder is solely responsible for all contractual obligation.
22	Section 8 - Terms and Conditions	24	8.13	Payment Terms Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official	We request to clarify that in the event any invoice remaining unpaid after the period of thirty days shall be treated as a debt owed by the NPCI to the Supplier and the Supplier shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% above the prime lending rate of ----- (INSERT NAME OF A LEADING LOCAL COMMERCIAL BANK) calculated from the date the payment became due until the recovery is made in full with interest.	No change in RFP
23	Section 8 - Terms and Conditions	24	8.13	Payment terms Hardware & Software □ 20% of the cost shall be paid after delivery of Goods at the specified location. □ 70% of the cost shall be paid after successful Installation of hardware along with the software at specified locations. This would also include successful implementation of solution and sign off obtained from NPCI thereon Balance 10% of the cost of Goods shall be paid after expiry of the warranty period of 1 year or upon submission of Bank Guarantee from a scheduled commercial Bank for an equivalent amount valid till expiry of the warranty period.	Bidder's own standard term is 90% on Delivery, 10% on Installation.	No change in RFP.
24	Section 8 - Terms and Conditions	25	8.13	Payment terms AMC terms Payment shall be made quarterly in arrears after the expiry of warranty	Can this be not made Yearly Advance instead - Please confirm	No change in RFP.

25	Section 8 - Terms and Conditions	25	8.14	Penalty on default of SLA For any violation in meeting the above SLA requirements leading to critical incident (severity 1), NPCI shall impose a penalty of INR 5,000/- (Indian Rupees Five Thousand only) for each 30 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 7,500 (Indian Rupees Seven Thousand Five Hundred Only)for each 30 minutes. The maximum penalty that can be levied is Rs 50,000/- (Indian Rupees Fifty Thousand Only)	Request you to please insert standard Uptime exclusions to this clause- The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bidder such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Bank; (Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank); (g) Time taken for booting the system (h) Time lost due to unavailability of links.		No change in RFP.
26	Section 8 - Terms and Conditions	25	8.14	SLA Requirements Bidder should comply with the SLA of 99.9 % uptime calculated quarterly on the software and support on workflows	It is an internal application for automation process and not a financial application. Considering this, request for relaxation of the resolution times and SLA proposed - Please confirm		No change in RFP.
27	Section 8 - Terms and Conditions	25	8.14 and 8.15	SLA and penalty on default of SLA For any violation in meeting the above SLA requirements leading to critical incident (severity 1), NPCI shall impose a penalty of INR 5,000/- (Indian Rupees Five Thousand only) for each 30 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 7,500 (Indian Rupees Seven Thousand Five Hundred Only)for each 30 minutes. The maximum penalty that can be levied is Rs 50,000/- (Indian Rupees Fifty Thousand Only)			No change in RFP.
28	Section 8 - Terms and Conditions	25	8.16	Intellectual Property	Request to insert the following provisions - Provision for protection and usage of "Pre-existing intellectual property" of the Bidder.		No change in RFP.
29	Section 8 - Terms and Conditions	25	8.16	Intellectual Property	Also, request to insert a clause wherein the intellectual property of any third party products shall be owned by the respective third party rights and NPCI shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.		No change in RFP.
30	Section 8 - Terms and Conditions	25	8.16	Intellectual Property	Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the NPCI, for any other client or customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the NPCI). Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.		No change in RFP.
31	Section 8 - Terms and Conditions	25	8.16	Intellectual Property	NPCI shall indemnify the Bidder in the event of infringement of intellectual property rights of third parties regarding the information and other assistance provided by the NPCI.		No change in RFP.
32	Section 8 - Terms and Conditions	25	8.17	Software License Agreement The Bidder shall supply NPCI with required licenses in the name of NPCI to access and use the Software supplied through this RFP. Such license to access and use the software shall be non-exclusive, fully paid up and irrevocable and valid throughout NPCI's offices in India and abroad.	We request the inclusion of the term 'non-transferable' in the last sentence.		No change in RFP.
33	Section 8 - Terms and Conditions	25	8.18	Product Upgrades	We request to clarify that Supplier shall offer to NPCI the latest version, new versions. Releases and update of the available technologies/standard software at mutually agreed terms and conditions by both Parties.		No change in RFP.
34	Section 8 - Terms and Conditions	25	8.19	Confidentiality	Obligations of confidentiality shall not apply to information that: (a) is as of the time of its disclosure part of the public domain; (b) is subsequently learned from a third Party without a duty of confidentiality; (c) at the time of disclosure was already in the possession of the receiving Party; (d) was developed by employees or agents of the receiving Party independently of and without reference to any information communicated to the receiving Party; or (e) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving Party shall, at its earliest opportunity, provide written notice to the disclosing Party prior to such disclosure and where feasible giving the disclosing Party a reasonable opportunity to secure a protective order or take other action as appropriate.		No change in RFP.
35	Section 8 - Terms and Conditions	26	8.19	Confidentiality	Need to have detailed clause including standard exceptions to Confidential Information and such provision for survival of Confidential Obligation for the term of the Agreement and for a period of two (2) years thereafter.		No change in RFP.

36	Section 8 - Terms and Conditions	26	8.20	Indemnity The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:	We request to delete the words 'or indirectly from:' as the same is not acceptable.		No change in RFP.
37	Section 8 - Terms and Conditions	26	8.20	Indemnity	Need to add standard exceptions to Bidder's indemnity.		No change in RFP.
38	Section 8 - Terms and Conditions	26	8.20	Indemnity (Second Para and points 1 to 6 thereunder) Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: 1. Non-compliance of the Bidder with Laws / Governmental Requirements. 2. Intellectual Property infringement or misappropriation. 3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents. 4. Breach of any terms of Agreement, Representation or Warranty. 5. Act of omission or commission in performance of service. 6. Loss of data.	We request to clarify that we provide indemnity only for (1) 3 rd party claims for IPR infringement (2) 3 rd Party claims for confidentiality breach.		No change in RFP.
39	Section 8 - Terms and Conditions	26	8.20	Indemnity	We request indemnification provisions for NPCI as well.		No change in RFP.
40	Section 8 - Terms and Conditions	26	8.20	Indemnity	The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from: 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, b) breach of any of the terms of this Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder, c) bonafide use of the deliverables and or services provided by the bidder, 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, e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under this contract, f) breach of confidentiality obligations of the bidder, g) Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of		No change in RFP.
41	Section 8 - Terms and Conditions	26	8.20 (a), (b) & (c)	Indemnity (first Para)	We request to remove these sub-sections as the same is not acceptable to us.		No change in RFP.
42	Section 8 - Terms and Conditions	26	8.21	Bidder's Liability	Bidder shall not be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if NPCI has been advised of the possibility of such damages.		No change in RFP.
43	Section 8 - Terms and Conditions	26	8.21	Bidder's Liability	Request Bidder's liability to be limited to the total contract price paid in preceding 12 months by NPCI to the Bidder.		No change in RFP.
44	Section 8 - Terms and Conditions	26	8.21	Bidder's Liability	In the last line of this clause- We also request that Bidder shall not be held liable for any delay/default by Customer and should be given extension of time in such scenarios.		No change in RFP.
45	Section 8 - Terms and Conditions	27	8.22	Termination of contract	We request to clarify that Bidder shall be entitled to receive payments for all Services rendered as well as all work in progress costs and resource demobilization costs.		No change in RFP.
46	Section 8 - Terms and Conditions	27	8.22	Termination of Contract For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective	In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) To have any portion completed and delivered at the Contract terms and prices ; or (b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.		No change in RFP.
47	Section 8 - Terms and Conditions	27	8.22(1)	Termination of Contract For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective	We request to clarify that termination for convenience shall be subject to advance written notice of 90 days to the Bidder. Also Bidder shall be entitled to receive payments for all Services rendered as well as all work in progress costs and resource demobilization costs.		No change in RFP.
48	Section 8 - Terms and Conditions	28	8.22(2)	Termination of Contract For Insolvency: NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.	We request to clarify that the right of termination for insolvency shall be given to NPCI if the same has not been discharged within 3 weeks from the date of the initial proceeding.		No change in RFP.

49	Section 8 - Terms and Conditions	28	8.22(3)	Termination of Contract For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	We request to add a mutual right of termination for non-performance for the Bidder.		No change in RFP.
50	Section 8 - Terms and Conditions	28	8.22(3)	Termination of Contract For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	We request to clarify that termination for non-performance shall be subject to advance written notice of 30 days to the Bidder.		No change in RFP.
51	Section 8 - Terms and Conditions	28	8.22	Termination of Contract For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	Bidder should be given 30 days of cure period failing which may attract termination. In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.		No change in RFP.
52	Section 8 - Terms and Conditions	28	8.23	Liquidated Damages 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.	LD capped to total order value is too high		No change in RFP
53	Section 8 - Terms and Conditions	28	8.23	Liquidated Damages 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.	We request to delete this clause as the same is covered in clause 8.8.		No change in RFP
54	Section 8 - Terms and Conditions	28	8.24	Force Majeure	Termination under this clause to be effected only if the force majeure event continues for over 90 days.		No change in RFP
55	Section 8 - Terms and Conditions	28	8.24	Force Majeure	We request to clarify that in the event of termination due to force majeure the same shall be provided with advance written notice of 30 days to the other party.		No change in RFP
56	Section 8 - Terms and Conditions	28	8.24	Force Majeure	Also Bidder shall be entitled to receive payments for all Services rendered as well as all work in progress costs and resource demobilization costs.		No change in RFP
57	Section 9 - Technical Specifications	30	A. (f)	Be easy to integrate with current IT environment for minimal impact on procedures and tools	Understand that NPCI will facilitate the involvement and support of the third party application vendor's in the implementation of the tool- Please confirm		DR steps are available with NPCI. In case facilitation is still required from other application vendors, NPCU will help.
58	Section 9 - Technical Specifications	30	A. (f)	Be easy to integrate with current IT environment for minimal impact on procedures and tools	List of the application with OS, Database & Application platform description which requires DR automation as delivery - Please detail out.		Will be provided to successful bidder prior to implementation.
59	Section 9 - Technical Specifications	31	General	Allow job scheduling, management and monitoring across distributed environments from one central portal,	What are the Task/Jobs we need consider for Workload automation requirement		Automation of DR drills for all business verticals of NPCI is part of scope of this RFP.
60	Section 9 - Technical Specifications	31	General	Easily deploy work flows in any of the following modes: o guided o automated o pre scheduled	What are the System/ Applications for which Task Automation tool is required. Please share the details & quantity of such Applications		Details will be shared with successful bidder.
61	Section 9 - Technical Specifications	31	General	Have features of Self-Service; Batch Impact Analyzer; Advanced File Transfer	BIA & AFT are OEM specific Terms, We would required your help to elaborate further on this requirement		Please consider impact analysis and file transfer across systems
62	Section 9 - Technical Specifications	32	General	Allow to generate reports to detail i. task output analysis ii. patch compliance iii. security / regulatory compliance iv. operational compliance v. configuration differences	Does NPCI have Tools for these mentioned requirements ? If yes please share the details. Or Do we need to propose the tools for handling these requirements ?		Automation tool should be capable of report generation
63	Annexure I - Eligibility criteria compliance	44		The bidder should have implemented 2 similar projects across the country in the last 4 (four) years.	We request the NPCI team to relax this criteria to "A similar solution should have implemented in 2 projects across the country in the last 4 (four) years." Justification: We think this solution is a high end solution and all bidders may or may not have implemented this in the last 4 years. We believe our organization has a very competitive solution that has been successfully implemented at major financial institutions in India and relaxation of this criteria will give NPCI an opportunity to look at one of the very competitive and comprehensive solutions from our organization.		No change in RFP.
64	Section11 - Annexure T	45	3.2	Application Servers	Please share the use case/ activities that automation tool will need to perform		Details will be shared with successful bidder.
65	Section11 - Annexure T	45	3.6	Virtualization	Please share the use case/ activities that automation tool will need to perform for virtualization environment		Details will be shared with successful bidder.
66	Section11 - Annexure T	45	3.7	Custom Applications	Please share the use case/ activities that automation tool will need to perform for Custom Applications		Details will be shared with successful bidder.
67	Section11 - Annexure T	46	5.1	Help reduce the cost and complexity of managing mission critical business application workloads across platforms.	What is expected out of solution? Does NPCI want a solution to distribute load automatically during peak time? Or add compute resource e.g. memory, CPU etc. if it breaches threshold value.		This is general requirement. Scope of implementation of this RFP is to automate DR drills across all business verticals in NPCI.
68	Section11 - Annexure T	46	5.2	Ensure consistent and reliable service delivery.	Please provide use cases to understand expectation from solution		DR invocation is a typical use case.
69	Section11 - Annexure T	46	5.6	Have features of Self-Service (to allow less trained users to create new Jobs); Batch Impact Analyzer (to ensure that time required for each job is not increasing exponentially); Advanced File Transfer (to reduce operator work and provide Secured file transfer Option).	Please provide use cases to understand expectation from solution		e.g of self service. DR drill invocation. In case some modification of steps is required, less trained users should be able to do the same.

70	Section11 - Annexure T	47	6.2	Be Agentless	Request NPCI to make the solution optional with agent or agentless. Agent based solutions are more reliable because they don't depend on the network to work accurately especially for mission critical jobs.		No change in RFP.
71	Section11 - Annexure T	47	6.3	Be capable of dynamic workload placement across physical, virtualized and cloud environments.	Please clarify - In relation to the use case of DR Drill, what is the expectation when you say "dynamic workload placement"		In case of virtual machines movement during HA or DR drill, dynamic workload placement is required.
72	Section11 - Annexure T	47	6.3	Be capable of dynamic workload placement across physical, virtualized and cloud environments.	What is expected out of solution? Does NPCI want a solution to distribute load automatically during peak time? Or add compute resource e.g. memory, CPU etc. If it breaches threshold value. Please provide use cases to understand expectation from solution		Requirement is automation - in case workload placement is required, the tool is required to be capable of automatically assigning extra resources.
73	Section11 - Annexure T	47	6.4	Have built in secured credential storage capabilities as well as integration with credential storage technologies like PIM-ARCOS etc.	Request NPCI to provide more details on the use case is here. What is the expectation from the automation tool with respect to secured credential storage capabilities?		Tool should be capable of storing passwords and should integrate with PIM ARCOS.
74	Section11 - Annexure T	47	6.4	Have built in secured credential storage capabilities as well as integration with credential storage technologies like PIM-ARCOS etc.	Please clarify if ARCOS exposes standard integration web services, REST API, etc. for automation tool to integrate with?		Yes
75	Section11 - Annexure T	47	6.7	Have a single machine to host the software editor and running environment	For providing HA/Failover separate machine will have to be provided anyways. Request NPCI to relook at this requirement		HA or failover can be hosted on a different machine but the entire solution should be hosted on single machine.
76	Section11 - Annexure T	47	7.3	Easily Deploy Workflow	Please share more details on this requirement, please share any specific use case on this		DR drill invocation is example of a workflow.
77	Section11 - Annexure T	48	8.2	SMS, email, web, voice	Please clarify if NPCI will provide SMS gateway		NPCI will provide SMS gateway.
78	Section11 - Annexure T	48	8.3	Should provide notification if a critical job is not going to complete or start before SLA cut-of time.	Please provide use cases to understand expectation from solution		In workflow of DR invocation, if a particular step is not completing within defined timelines or another step is not starting before defined timelines, the automation tool should provide notification.
79	Section11 - Annexure T	49	9	Version Management	Please clarify - how is this related to DR Drill use case and what is the specific need here.		Requirement is not related to DR drill. General requirement for automation tool to deploy software.
80	Section11 - Annexure T	48	9.1	Should be able to take current state of configuration of application in all servers and provide a differential report.	This requirement can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.
81	Section11 - Annexure T	49	9.1	Should be able to take current state of configuration of application in all servers and provide a differential report. Differential report should include details about registry settings, configuration files, etc.	Please clarify this requirement, is configuration automation also part of the scope?		General requirement for automation tool. Implementation is not part of scope for this RFP.
82	Section11 - Annexure T	49	9.1	Should be able to deploy the corrections to ensure all environments are in sync.	Please clarify this requirement, is configuration automation also part of the scope?		General requirement for automation tool. Implementation is not part of scope for this RFP.
83	Section11 - Annexure T	49	9.2	Differential report should include details about registry settings, configuration files, etc.	This requirement can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.
84	Section11 - Annexure T	49	9.3	Should be able to deploy the corrections to ensure all environments are in sync.	This requirement can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.
85	Section11 - Annexure T	49	10.1	Help with audit compliance by comprehensive documentation and reporting.	Please provide more details on audit compliance requirement? Just the DR drill process?		RFP is to be considered in 2 parts - proposal and supply of generic automation tool and customisation of automation tool for automating DR drill.
86	Section11 - Annexure T	49	10.2	Archive with recording of activities performed	Please provide use cases to understand expectation from solution		DR invocation steps record should be available and archived. This should be treated as an example for further finetuning.
87	Section11 - Annexure T	49	10.3.1	task output analysis	What tasks are we talking about?		This is with reference to generation of reports.
88	Section11 - Annexure T	49	10.3.2	patch compliance	This requirement can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.
89	Section11 - Annexure T	49	10.3.3	security / regulatory compliance	This requirements can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.

90	Section11 - Annexure T	49	10.3.4	Operational compliance	Please clarify on the operational compliance requirement. Please specify this is required for which systems/processes?		This is with reference to generation of reports. Tool should allow report generation to comply with any operational requirement.
91	Section11 - Annexure T	49	10.3.4	operational compliance	Please provide use cases to understand expectation from solution		This is with reference to generation of reports. Tool should allow report generation to comply with any operational requirement.
92	Section11 - Annexure T	49	10.3.5	configuration differences	Besides server and applications are you looking for anything else?		Tool should be capable of identifying configuration differences. Can consider network devices or other appliances too.
93	Section11 - Annexure T	49	10.3.5	configuration differences	This requirement can be addressed using server management solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		There is no current solution. The solution being proposed should have this feature.
94	Section11 - Annexure T	49	11.2	Have restriction of views and monitoring function depending on RBAC	This requirement can be addressed using server monitoring solution. Is there such solution in place? Or do you want OEM to consider the same in proposal.		This feature is with respect to the solution desired. Same is required for the solution being proposed.
95	General				As per RFP the automation will be required however no duration is fixed for the same		Duration is 4 - 6 weeks post order release and is defined in RFP.
96	General				Present setup Infra , Application & Database to be addressed need to be shared were we have responsibility to be deliver		Details will be shared with successful bidder
97	General				Post successful automation work flow , please confirm process for Sustenance & handover to NPCI team		Complete training and documentation process is detailed in RFP.
98	General				Since T&M resources are requested , kindly confirm duration for the same		Request is for man months and will vary depending on future scope planned
99	General				Progress Automation end objective & measurable results requested to share.		Objective is already detailed in RFP. Measurable results are part of general requirements.
100	General				Please share present Manual Sample report in the existing setup to ensure we adhere to prepare reports as per the present requirement.		Details will be shared with successful bidder
101	General				Current process details for respective business units to be shared		Details will be shared with successful bidder
102	General				Present manual Work flow with respect to present day today activities to be shared for respective business units.		Details will be shared with successful bidder
103	General				Customized Home grown tools details & edit privileges required		Details will be shared with successful bidder
104	General				All manual job present scheduled & work-flow to be shared		Details will be shared with successful bidder
105	General				Kindly share present email / notification platform to be used for notification of email / sms / web. If not available kindly advise to build the same.		We have current email / sms / web platform. Details will be shared with successful bidder.
106	General				Kindly share audit compliance, since reporting will be done as per compliance		Details will be shared with successful bidder
107	General				Report to be included in central dashboard		Details will be shared with successful bidder
108	General				No. of licenses to be procured		Requirement is for enterprise licenses.
109	General				Please provide details about existing solution deployed in NPCI e.g. service desk, monitoring, automation tools etc.		Details will be shared with successful bidder.
110	SNR			Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.		No change in RFP.
111	Pass Through Warranty			Clause not present in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.		No change in RFP.
112	ERV			Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."		No change in RFP
113	Risk and Title			Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer		No change in RFP.

114	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's employee, or induce any such individual to leave the employment of the Bidder. For purposes of this clause, a Bidder's employee means any employee or person who has who has been involved in providing services under this Agreement.		No change in RFP.
115	Limitation of Liability			Clause not present in RFP	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) 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; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.		No change in RFP
116	Tax			Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.		No change in RFP.
117	Saving 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 performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.		No change in RFP.
118	Deemed Acceptance			Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to successful Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that succesful Bidder shall have 15 days time to correct in case of any rejection by Customer.		No change in RFP.
119	Change Order			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/Purchase Order. Successful bidder 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, Successful bidder shall not be bound to perform any additional services.		No change in RFP.
120	Additional Clauses	-	-	-	1. Non-exclusivity 2. Non-solicitation 3. Assignment 4. Entire understanding 5. Tata Code of Conduct 6. Change Management		No change in RFP.