PRE BID REPLIES FOR NPCI:RFP/13-14/0037 dated: 10/03/2014 - REQUEST FOR PROPOSAL FOR ENGAGING AGENCY FOR IMPLEMENTATION OF OPERATIONAL RISK MANAGEMENT TOOL

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks if any	Response
1	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1	Recognizing the importance of Operational Risk Management, NPCI has adopted a Comprehensive Operational Risk Management Policy.	Does NPCI have the following policies in place?	NPCI may have one policy encompassing all the modules mentioned.	The process/ policy pertaining to Operational Risk/ RCSA is defined
					1) Operational Risk Management Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					2) Risk Control Self-Assessment Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					3) Loss Data Management Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					4) Key Risk Indicator Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					5) Scenario Analysis Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					6) Business Environment and Internal Control Factors Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
					7) Capital Computation Policy		The process/ policy pertaining to Operational Risk/ RCSA is defined
2	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1	NPCI has a comprehensive system of internal controls, systems and procedures to monitor and mitigate risk. NPCI has also institutionalized new product approval process to identify the risk inherent in the new product and activities. NPCI carries out a comprehensive Assessment exercise spanning all the risk areas and evolved a road map to move towards implementation of the framework. The program of Risk Management, Organizational Structure, Risk measures, risk data compilation and reporting has been getting implemented for a period of time in NPCI.	How does NPCI currently conduct RCSA?	These clarifications will help us understand the data that is available with NPCI which is required to be migrated to the risk solution.	The RCSA is conducted as per defined process i.e identifying risks, defining controls, evaluating/ testing, reporting & monitoring
3	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		What are the RCSA scales NPCI uses? How has the NPCI defined these scales?		The scales are based on the impact & the frequency
4	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		Has the NPCI defined the RCSA aggregation methodology?		Yes
5	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		For how many processes does NPCI conduct RCSA?		All Business as mentioned in the webiste & all Support functions
6	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		For how many years has NPCI conducted RCSA?		One
7	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many assessments are performed per year?		Four
8	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many risks are included per assessment?		This will be discussed during the implementation process
9	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many assessors will participate in an assessment?		Atleast two
10	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many levels of approvals are required for an RCSA?		Atleast two
11	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many people will interact with a single assessment over the course of its lifecycle		Atleast two from the Ops Risk team
12	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		Has NPCI done business line mapping of its expenses and income?		Yes
13	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many years loss data does the NPCI have?		This will be discussed during the implementation process

14	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many KRIs have NPCI defined? And how they are tracked?		This will be discussed during the implementation process
15	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		How many KRIs (approximately) does the NPCI intend to configure?		This will be discussed during the implementation process
16	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1		Has NPCI identified the list of scenarios for scenario analysis? If so, how many?		This will be discussed during the implementation process
17	NPCI:RFP: 13-14/0037	Section 3, Page8	3.1	Three tier architecture, open platform and support data transfer and consolidation both from the networked and stand-alone system either online or dial up.	Can you please clarify the following terms: Open Platform and 3 Tier Architecture?		Vendor could suggest the same
18	NPCI:RFP: 13-14/0037	Section 3, Page8	3.1	The Bidder should install and commission the solution and integrate with the NPCI"s applications	Can you mention the details (numbers and the nature of the applications) of the applications the proposed ORM solution interface with?		Multiple applications. This would be discussed during implemention
19	NPCI:RFP: 13-14/0037	Section 3, Page8	3.1	The system should be implemented in all the locations within 3 months of signing of contract	With our experience, 3 months appears to be an aggressive timeline. Is NCPI happy to reconsider the overall timelines (e.g. 6-8 months)?		No change in the RFP
20	NPCI:RFP: 13-14/0037	Section 4, Page 15	4.2.5	The Bidder should own the intellectual property rights of the product / solution or he should have rights from the owner. If not, the Bidder should have in place proper tie-ups/ commercial agreements/ authorized implementation partnership for deployment/ resale/ customization of software with the OEM whose software products are offered.	The bidder intends to form an alliance with OEM who owns the intellectual property rights of the solution. Will this meet your requirement?		No change in the RFP
21	NPCI:RFP: 13-14/0037	Section 4, Page15	4.2.7	The Bidder should have implemented the Operational Risk Solution for at least 1 (Global/ Indian) BFSI client with support during the last 2 years as on the date of submission of the bid.	Can this clause be modified to "The Bidder should have implemented the Operational Risk Solution for at least 1 (Global/ Indian) BFSI client during the last 2 years as on the date of submission of the bid?"		No change in RFP
					Bidder has very strong credentials in implementation of operational risk management solutions but we haven't directly managed the support activity for our clients.		No change in RFP
22	NPCI:RFP: 13-14/0037	Section 7, Page 24	7.2	Technical Evaluation Part – A	Is it possible to provide break-up of scores for each sub-section and also the basis for evaluation?		No change in RFP
					E.g. Under " Technical Requirements compliance as per Annexure-T ", what will be the score assigned to "Service provider /System Integrator credentials "		The evaluation will be done as per Techncial Evaluation paramenter, defined in RFP
23	NPCI:RFP: 13-14/0037	Section 7, Page 24	7.4	Successful Evaluated Bidder:	It would be good if you could consider techno/commercial evaluation criteria (with 70:30 weightage).		No change in RFP

24	NPCI:RFP: 13-14/0037	Section 8, Page 26	1.1	Product Training	Can you define the number of trainings required to be provided? If they are expected to be in locations outside Mumbai, please provide the location details.		The training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis. The bidder could propose the duration accordingly. The location details are as mentioned in the RFP i.e Four locations as of now
25	NPCI:RFP: 13-14/0037	Section 8, Page 26	1.2	Operational Training	Can you define the number of trainings required to be provided? If they are expected to be in locations outside Mumbai, please provide the location details.		The training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis. The bidder could propose the duration accordingly. The location details are as mentioned in the RFP i.e Four locations as of now
26	NPCI:RFP: 13-14/0037	Section 8, Page 26	1.3	Technical Training	Can you define the number of trainings required to be provided? If they are expected to be in locations outside Mumbai, please provide the location details.		The training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis. The bidder could propose the duration accordingly. The location details are as mentioned in the RFP i.e Four locations as of now
27	NPCI:RFP: 13-14/0037	Section 8, Page 26	1.4	General Requirements for Training	Can you define the number of trainings required to be provided? If they are expected to be in locations outside Mumbai, please provide the location details.		The training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis. The bidder could propose the duration accordingly. The location details are as mentioned in the RFP i.e Four locations as of now
28	NPCI:RFP: 13-14/0037 dated: 10/03/2014	Section 3, Page 9	3.1	The Bidder is to give an undertaking to implement the solution at all locations at NPCI.3. As part of	Can NPCI provide us details of the existing systems?		Currently there is no existing tool for Operational Risk Management
29	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	The Bidder is to give an undertaking to implement the solution at all locations at NPCI.3. As part of implementation all data migration (as and when required) from the existing systems will be done by the vendor. The bidder may propose the same.	Can you please provide additional details around the data-migration? The current state readiness will impact the efforts for the data migration.		Currently there is no existing tool for Operational Risk Management. Size can't be mentioned as of now but the historic data for 2 years plus needs to be migrated from other systems (source data)
30	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	Vendor will also support parallel run of the existing systems (as and when required)/ in terms of fixing the issues and provide training in the required areas.	We will provide support with respect to fixing of issues in the proposed solution during the parallel run. However, issues in the existing system will need to be fixed by your existing IT team.		Support is required for ORMS only
31	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	Vendor will also support parallel run of the existing systems (as and when required)/ in terms of fixing the issues and provide training in the required areas.	What is the duration of the proposed parallel run?		Alteast for one cycle after implementation

32	NPCI:RFP: 13-14/0037	Section 3, Page 11	A 29	Vendor should provide assistance in customization of Risk Register & provide the Risk library database along with the system	Please provide additional details with respect to the assistance expected from the vendor.		Vendor is expected to be able to add value to the same
33	NPCI:RFP: 13-14/0037 d	Section 3, Page 11	A 29	Vendor should provide assistance in customization of Risk Register & provide the Risk library database along with the system	We understand that this scope items refers to capturing the existing risk registers in the proposed solution. Please confirm.		Yes & also Vendor is expected to be able to add value to the same
34	NPCI:RFP: 13-14/0037	Section 3, Page 11	A 28	Vendor should extend assistance in customizing various reports and MIS	The proposed solution comes with a set of built-in reports. However, to be able to estimate efforts, please confirm the total number of reports to be delivered.		Multiple reports are required. This will be discussed during the implementation phase
35	NPCI:RFP: 13-14/0037	Section 9, Page 31	9.11.1	**Software :** 90% payment shall be paid after installation of software and 10% shall be released after 3 months from the date of installation of software **Implementation charges :** 100 % of the implementation cost will be paid on completion of installation and acceptance sign-	Can the payment terms be in a staggered manner based on mutual agreement between the selected vendor and NPCI?		No change in RFP
36	NPCI:RFP: 13-14/0037	Annexures, Page 56	Annexure H –	Format Power of Attorney	Can we provide a board resolution instead of Power of Attorney? The board resolution will mention that the signatory is authorized to respond to RFPs on behalf of the company.		In terms of para 5.11.2 of the RFP, board resolution may be given instead of power of attorney. Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
37	NPCI:RFP: 13-14/0037	Section 3, Page9	3.1	At any point in time during the contract period, the CPU utilization should neither exceed 60% nor should the Hard Disk utilization exceed 60% at the Primary Data Centre	Can we reconsider the requirement as below: "average peak CPU and hard disk utilization should not exceed 60%"		No change in the RFP
38	NPCI:RFP: 13-14/0037	Section 9, Page 30	9.9	SLA for hardware and software	What is the number of concurrent sessions entering, viewing and approving operational losses		This would be discussed with succesful Bidder
39	NPCI:RFP: 13-14/0037	Section 9, Page 30	9.9	SLA for hardware and software	What is the number of concurrent sessions answering questionnaires) for RCSA		This would be discussed with succesful Bidder
40	NPCI:RFP: 13-14/0037	Section 9, Page 30	9.9	SLA for hardware and software	How many hours in a day will the system be in use (e.g. 10-12 hours a day)		Approx 10 hrs/ Business requirement
41	NPCI:RFP: 13-14/0037	Section 9, Page 30	9.9	SLA for hardware and software	Will your workload peak over a particular period of time (e.g., end of a quarter, end of the calendar year, etc.		Yes depending on scenarios

42	NPCI:RFP: 13-14/0037	Section 9, Page 30	9.9	SLA for hardware and software	Post going live, we request for a 6 month normalizing/ stabilizing period, during which time the SLAs would not come into force. Post this period, based on the incidents, NPCI and Bidder can agree on SLAs for all incidents		No change in RFP
43	NPCI:RFP: 13-14/0037	Section 3, Page 12	B4	The external loss data points in the external loss database should have the following data points, • Loss information • Description • Supplementary analytic data (Supporting data/ case studies/ scenarios)	Does NPCI currently have access to any external loss database e.g. CORDEX?		No
44	NPCI:RFP: 13-14/0037	Section 3, Page12	B4	The external loss data points in the external loss database should have the following data points: • Loss information • Description • Supplementary analytic data (Supporting data/ case studies/ scenarios)	Does NPCI currently have any external loss data?		No
45	NPCI:RFP: 13-14/0037	Section 3, Page13	D1	Tool should provide Multi-Hierarchy Structure Management: Multiple hierarchies or structures permit	Can NPCI define the level of hierarchies?		Four levels as of now for Operational Risk. Further this would be communicated as per requirement
46	NPCI:RFP: 13-14/0037	General	2.2				There are multiple sources. This will be discussed during the implementation phase
47	NPCI:RFP: 13-14/0037	General	3.1		Which cities would you need coverage of?		The ORMS will be used in four locations as mentioned in the RFP
48	NPCI:RFP: 13-14/0037	General	A2		Does your existing ORMF have predefined threshold calculations?		Thresholds have been defined
49	NPCI:RFP: 13-14/0037	General	A9		Can we get a description of your existing risk rating methodology?		ORM & RCSA process are defined. This will be discussed during the implementation phase
50	NPCI:RFP: 13-14/0037	General	C12		Can you describe the existing simulation algorithms that are being used?		This will be discussed during the implementation phase
51	NPCI:RFP: 13-14/0037	General	F8		Can we have an approximate count of the existing risk and status reports?		There are multiple reports. This will be discussed during the implementation phase
52	NPCI:RFP: 13-14/0037	General	No. Of Users		To what extent will the NPCI staff (dedicated resources) be involved during the execution of the project?		There will be a dedicated resource for ORMS implementation
53	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1	The Bidder should provide hardware systems, operating system, database, ORMS (Operational Risk Management System) application software and other necessary software & hardware required for the successful implementation of the proposed solution.	Does NPCI have existing infrastructure for the components mentioned below. Please clarify if one or more of the existing components can be leveraged for the implementation of the software. • Existing Backup solution used by NPCI • Existing Hardware monitoring tool • Existing SAN infrastructure • Existing Network Components (Switches, Routers..)		This will be discussed in detail during the implementation stage

54	NPCI:RFP: 13-14/0037	General				Does NPCI require physical separation of Web Server, Application Server & Database Server? Or Can we propose all three environments combined on a single box?		Vendor can propose the same
55	NPCI:RFP: 13-14/0037	General				Can the deployment be done in a virtualized environment?		Yes
56	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1	The Bidder should provide hardware systems, operating system, database, ORMS (Operational Risk Management System) application software and other necessary software & hardware required for the successful implementation of the proposed solution.		Is there any preference of Database ? Can the bidder leverage on the existing license of the various softwares like Operating System, Database, Application Server Software.		Bidder can suggest the same
57	NPCI:RFP: 13-14/0037	Section 3, Page 8	3.1	The Bidder should provide hardware systems, operating system, database, ORMS (Operational Risk Management System) application software and other necessary software & hardware required for the successful implementation of the proposed solution.		Is NPCI open to any brand of hardware? Please clarify preferences for the Hardware, if any.		Bidder can suggest the same
58	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	The Bidder may propose a storage to meet the requirements.		Operations Risk Engine Sizing Inputs • Number of function per branch • Processes per unit-location • Risks per process • Controls per process-risk • Loss data entries per day • KRI's		This will be discussed in detail during the implementation stage
59	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	3. As part of implementation all data migration (as and when required) from the existing systems will be done by the Bidder.		Can we leverage on NPCI's existing Middleware / ETL tool? In case vendor has to propose the same, are there any preferences for open source or Licenses tool?		Bidder can propose the same
60	NPCI:RFP: 13-14/0037	Section 3, Page 9	3.1	4. The Bidder will also support parallel run of the existing systems (as and when required).		What are the existing systems currently implemented at NPCI? Should the bidder support the existing systems ? Data migration will be one time activity or ongoing ?		There is no current ORMS system. The bidder would not support the existing systems. Data migration would be one time. It may be further communicated on requirement basis
61	NPCI:RFP: 13-14/0037	Section 9, Page 36	9.22	The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.		Can you please let us know if the unlimited liability clause can be amended as below" "The Bidder's liability in case of claims against NPCI as are finally determined by a court of law resulting solely & directly from gross misconduct or gross negligence of the Bidder, its employees, contractor, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights caused due to any Bidder owned materials provided to NPCI under the Contract or wilful breach of confidentiality obligations shall be unlimited."		No change in RFP

62	NPCI:RFP: 13-14/0037	8	3.1	The system should be implemented in all the locations within 3 months of signing of contract and/or issue of purchase order.	Usually the process of H/W procurement, installation and commissioning takes around 6-8 weeks. The implementation can start only after that. Hence 3 months is not a realistic timeframe for implementation from PO sign-off. Industry benchmark for quality Operational Risk implementation is 6 to 7 months. Can the timelines be revisited as per the industry standard?		No change in RFP
63	NPCI:RFP: 13-14/0037	8	3.1	NPCI has a comprehensive system of internal controls, systems and procedures to monitor and mitigate risk. NPCI has also institutionalized new product approval process to identify the risk inherent in the new product and activities. NPCI carries out a comprehensive Self-Assessment exercise spanning all the risk areas and evolved a road map to move towards implementation of the framework. The program of Risk Management, Organizational Structure, Risk measures, risk data compilation and reporting has been getting implemented for a period of time in NPCI.	Is there any Operational risk frame work already in place at NPCI? Can NPCI provide an overview of the existing framework?		Yes there is a defined ORM & RCSA framework
64	NPCI:RFP: 13-14/0037	8	3.1	NA	Is NPCI looking to implement all the following approaches for Operational risk . Kindly confirm. 1. Basic Indicator Approach 2.The Standardized Approach 3.Advanced approach

In case of implementation of Advanced approach, it requires Historical data for at least 5 years or more. Given this context and given the fact that the application landscape is in a state of transition, has NPCI conducted an internal assessment of their readiness to source the data required for Advanced approach implementation? | | NPCI is looking to implement Advanced approach |
| 65 | NPCI:RFP: 13-14/0037 | 8 | 3.1 | The solution will be implemented in all locations as decided by NPCI. The Bidder should assist for implementation in 4 locations across the country. The Bidder should install and commission the solution and integrate with the NPCI"s applications | Our understanding of the RFP is that bidder needs to implement the ORMS solution at Mumbai centralized location and it will subsequently be accessed at 4 remote locations. There is no scope of work for the bidder at the remote locations with regard to passive cabling, WAN and internet links, client side infra like PC, laptop etc . Please confirm and clarify the names of 4 remote locations. | | Not applicable |
| 66 | NPCI:RFP: 13-14/0037 | 8 | 3.1 | The system should have the capacity to integrate via two factor authentication. | How is two factor authentication currently implemented at NPCI? | | Passwords/ code through email |

67	NPCI:RFP: 13-14/0037	9	3.1	The Bidder is required to provide Helpdesk services till the completion of the implementation across all locations at NPCI.	After completion of implementation, who will route the tickets to Bidder Support team? Is there an existing L1 team at NPCI who will take over this activity?		Support team will be identified for the activity
68	NPCI:RFP: 13-14/0037	9	3.1	The Bidder should also provide NPCI with the number of racks required for the servers / equipment and associated infrastructure, as well as power requirements (average, peak and rated power) and any other requirements for the servers / equipment (Network and security requirements, switches, routers,etc.) and associated infrastructure for DC (existing data centre).	This point mentions requirement only for Data Centre. Are requirements for DR (Disaster Recovery) also to be included?		DR is not required
69	NPCI:RFP: 13-14/0037	9	3.1	The Bidder should also provide NPCI with the number of racks required for the servers / equipment and associated infrastructure, as well as power requirements (average, peak and rated power) and any other requirements for the servers / equipment (Network and security requirements, switches, routers etc.) and associated infrastructure for DC (data centre).	Our understanding of the RFP is that bank will provide the bidder with required network and security equipment including but not limited to (core switch, router, firewall, load balancer etc) along with rackspace, power and cooling for the implemntation of ORMS at DC and also DR site is not required. Please confirm.		DR is not required. The network/ storage components will be provided through the existing Datacentre
70	NPCI:RFP: 13-14/0037	9	3.1	Facilities Management (FMS) and Helpdesk The Bidder is required to provide Helpdesk services till the completion of the implementation across all locations at NPCI. Facility Management services will be provided by the bidder till the end of the project. The bidder is required to indicate the resource requirements for FMS in the Bill of Material. Facilities Management: Facilities Management would include support for all hardware, application software, etc. which would be provided by the Bidder.	Please provide Helpdesk / FMS Support timings, Working days, Holiday Support details.		Monday to Saturday Business hours

71	NPCI:RFP: 13-14/0037	9	3.1	Facilities Management (FMS) and Helpdesk The Bidder is required to provide Helpdesk services till the completion of the implementation across all locations at NPCI. Facility Management services will be provided by the bidder till the end of the project. The bidder is required to indicate the resource requirements for FMS in the Bill of Material. Facilities Management: Facilities Management would include support for all hardware, application software, etc. which would be provided by the Bidder.	FMS support will be for ORMS implementation under this RFP. Any existing Infrastructure will be out of scope. Please confirm.		FMS will be only for ORMS
72	NPCI:RFP: 13-14/0037	9	3.1	Facility Management services will be provided by the bidder till the end of the project. The bidder is required to indicate the resource requirements for FMS in the Bill of Material.	Is it mandatory for the Helpdesk/Support team to provide support from any of the client premises or any other Bidder locations are allowed?		Support can be provided from the Vendors location
73	NPCI:RFP: 13-14/0037	9	3.1	The Bidder should also provide NPCI with the number of racks required for the servers / equipment and associated infrastructure, as well as power requirements (average, peak and rated power) and any other requirements for the servers / equipment (Network and security requirements, switches, routers, etc.) and associated infrastructure for DC (data centre).	Please clarify if WAN and Internet links are in the scope of SI. If yes, please elaborate on any applicable SLAs like jitter, latency etc.		Not applicable
74	NPCI:RFP: 13-14/0037	9	3.1	The Bidder should also provide NPCI with the number of racks required for the servers / equipment and associated infrastructure, as well as power requirements (average, peak and rated power) and any other requirements for the servers / equipment (Network and security requirements, switches, routers, etc.) and associated infrastructure for DC (data centre).	Please clarify the scope of work for passive cabling, electrical (including but not limited to RAW, UPS power) to the SI at DC and at the required implementation locations.		Not applicable
75	NPCI:RFP: 13-14/0037	9	3.1	As part of implementation all data migration (as and when required) from the existing systems will be done by the Bidder.	Please clarify the size of existing data which needs to be migrated.		Threre is no ORM system/ tool currently

76	NPCI:RFP: 13-14/0037	9	3.1	The Bidder will also support parallel run of the existing systems (as and when required).	Please clarify details of existing systems - model, make, function, warranty status. Will any SLAs be applicable?		This will be discussed during the implementation stage
77	NPCI:RFP: 13-14/0037	9	3.1	Sizing of equipment, hardware etc. as required, depending on the functionalities required by NPCI as mentioned in the RFP, should be provided by the Bidders for processing of existing portfolio of NPCI with increase in volumes at approximately 20% p.a. and addition of new products/instruments and data maintenance for a minimum period of six years	Please clarify the size of existing transaction volumes at NPCI in order for the SI to estimate the YoY growth and determine the required sizing.		This will be discussed during the implementation stage
78	NPCI:RFP: 13-14/0037	9	3.1	At any point in time during the contract period, the CPU utilization should neither exceed 60% nor should the Hard Disk utilization exceed 60% at the Primary Data Centre.	Please consider revising the CPU utilization max to 70%, also this needs to be measured for a duration of atleast 30 minutes in operation and not the occasional peak activity on servers.		No change in RFP
79	NPCI:RFP: 13-14/0037	10	3.1	Bidder should elaborate on FMS like number of resources required post implementation and detail it accordingly in Bill of Material. FMS services should be provided for entire project duration (3 years of warranty & 3 years of maintenance)	Please confirm if Sub-Contracting is acceptable for few support activities.		No change in RFP
80	NPCI:RFP: 13-14/0037	10	A2	The tool should integrate all ORM related data and processes including a reusable library of risks and their corresponding controls and assessments, results from individual assessments, key risk indicators, events such as losses and near-misses, and issues and remediation plans in an integrated solution. The Vendor is expected to put in efforts in enhancing the risk library.	Data from how many source system need to be integrated from an ORMS perspective? Please provide the names of the system with a brief description.		No change in RFP
81	NPCI:RFP: 13-14/0037	10	A-3	The tool should have the features to upload, plan and facilitate, track and report the risk and control self- assessment process on an organization wide basis. The tool should support uploads & downloads via xlsx, docx, pptx, csv, pdf formats. The upload & download facility should not be restricted only to RCSA assessments.	Does Upload/download refer to the RCSA assessment questions only? Or is NPCI also looking at a capability to upload/download any other data?		The upload & download facility is not restricted to RCSA assessments

82	NPCI:RFP: 13-14/0037	11	A-12	The tool should have the capability to automatically communicate the identified outliers to the respective users for further clarifications through e-mail, SMS or other appropriate modes depending on the user roles.	Is SMS alert mandatory for notifications? Is this required for all modules or for selected modules?		SMS would be required as per the defined user needs/ roles.
83	NPCI:RFP: 13-14/0037	12	B-4	The external loss data points in the external loss database should have the following data points, - Loss information - Description - Supplementary analytic data (Supporting data/ case studies/ scenarios)	What is meant by Supplementary Analytics Data? Please share an example.		Supporting data/ case studies/ scenarios
84	NPCI:RFP: 13-14/0037	14	3.1	The no. registered users for the Tool would be 50 and the number of users for the tool is expected to grow at 10% within 6 months of the implementation.	Please clarify the user distribution, estimated concurrency and the mode of user access for tool: Internet, intranet?		The users should be able to access the tool through intranet but the provision for accessing the tool through internet should be made on user specific requirement
85	NPCI:RFP: 13-14/0037	14	3.1	The no. registered users for the Tool would be 50 and the number of users for the tool is expected to grow at 10% within 6 months of the implementation.	Please confirm whether Branch to DC/DR connectivity is to be provided for access to ORMS application or existing Branch network connectivity can be utilized?		DR is not required. Existing netowork can be utilised
86	NPCI:RFP: 13-14/0037	14	3.1	The no. registered users for the Tool would be 50 and the number of users for the tool is expected to grow at 10% within 6 months of the implementation.	Whether Application will be accessed 24X7 or only during Business hours? If only during Business hours, please specify the Business hours.		Business hours 9:00 am to 7:00 pm, Monday to Saturday
87	NPCI:RFP: 13-14/0037	15	4.2.7	The Bidder should have implemented the Operational Risk Solution for at least 1 (Global/ Indian) BFSI client with support during the last 2 years as on the date of submission of the bid.	Is it mandatory for the reference to be related to Advanced approach implementation?		The bidder is expected to have implementation experience in this
88	NPCI:RFP: 13-14/0037	15	4.2.7	The Bidder should have implemented the Operational Risk Solution for at least 1 (Global/ Indian) BFSI client with support during the last 2 years as on the date of submission of the bid.	Can the OEM references for Op Risk implementation be considered for eligibility? This is for scenarios where the Bidder may be proposing an OEM, which is a best fit for the listed requirements, but the bidder may not have implemented that OEM in the past.		No change in RFP
89	NPCI:RFP: 13-14/0037	25	7.4.1	Bidders qualified in the technical evaluation process, would be eligible for commercial bid opening. Bidder with the lowest commercial bid will be declared as successful evaluated Bidder who will be called L1 Bidder.	Request NPCI to consider techno-commercial score with 70% technical and 30% commercial to arrive at final evaluations score.		No change in RFP

90	NPCI:RFP: 13-14/0037	26	8	Section 8 - Training Please refer sub-sections 1.1 Product Training, 1.2 Operational Training, 1.3 Technical Training, 1.4 General Requirements for Training for complete description in RFP.	1. Can NPCI consider a Train-the-Trainer (TTT) approach as explained below: a. 1 batch for Product training, comprising of 15 participants b. 1 batch of Operational training comprising of 10 participants c. 1 batch of Technical training comprising of 10 participants Any further trainings can be internally handled by the participants attending these trainings 2. In case TTT approach is not acceptable, then kindly provide the number of users to be considered for Product Training, Operational Training, and Technical Training. The training location is assumed to be Mumbai.		Initially the training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis.
91	NPCI:RFP: 13-14/0037	27	1.4	The bidder shall bear all the cost of the training program if it conducted at any location other than Mumbai. The cost would include travelling charges (Economy class airfare), boarding & lodging expenses for the required trainings as a part of the solution.	Please confirm if the training is conducted in Mumbai, NPCI will bear the complete cost and provide infrastructure and logistics.		Yes
92	NPCI:RFP: 13-14/0037	31	9.9	End to End response time within the DC (from the ORMS Application to the Database and back) should be < 250 ms	System response time seems to be very stringent. Can this be revisited?		As mentioned in SLA section
93	NPCI:RFP: 13-14/0037	30	9.9	Availability of Business Infrastructure (Core Application Servers, Core Database Servers, Storage, Switch, Tape Library, and related components etc.) in DC	For Remote Support of the Infrastructure, will remote connectivity be provided to Support team?		Yes as per requirement

94	NPCI:RFP: 13-14/0037	30	9.9	The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly. Apart from reports on each availability and performance measurement parameter mentioned below, the reporting should also include the following: 1. Utilization of CPU, RAM, Hard Disk, I/O (Peak and Average) 2. Percent of CPU utilized by the system and user activity. 3. CPU utilization broken down by user CPU and system CPU. Tabular report of CPU, Memory, NIC and I/O utilization (peak and average) by application, if possible. 4. Percent of physical memory utilized by system and user processes. 5. Problem Trends 6. Call Resolution Time	Whether Helpdesk/Support team will use the existing Monitoring / Ticketing tools or Bidder has to provide separate tools for ORMS Support?		Separate tool is not required as of now
95	NPCI:RFP: 13-14/0037	30	9.9	Expected Service Levels 98.5%	Please confirm whether 98.5% individual DC/DR device(both Primary/Secondary) availability should be adhered or overall services should be available for 98.5%?		As mentioned in SLA section
96	NPCI:RFP: 13-14/0037	60	A1	The tool should document and assess operational risks, define controls, manage audits, and implement recommendations and remediation plans.	Please clarify if NPCI is looking for Audit Management module in addition to Operational risk module.		NPCI wishes to have Audit Management process which would involve Audit calender, Audit plan, Audit reports & tracking of closures & reports. How ever a separate module is not required
97	NPCI:RFP: 13-14/0037	NA	NA	NA	Do the source system reside at one location or at distributed location?		Source will be at one location
98	NPCI:RFP: 13-14/0037	NA	NA	NA	Could you please share the architecture topology adopted at NPCI. For Example Operating system:AIX, Windows etc. Data base: Oracle, DB2 etc. Web Application : Web sphere, Weblogic, Jboss etc.		This would be discussed with succesful Bidder
99	NPCI:RFP: 13-14/0037	NA	NA	NA	What is the current volume of data residing in disparate source system from an ORMS perspective ?		This woulld be discussed in the implementation stage
100	NPCI:RFP: 13-14/0037	NA	NA	NA	What is the % growth in data volume expected Y-o-Y?		This woulld be discussed in the implementation stage
101	NPCI:RFP: 13-14/0037	NA	NA	NA	What is the Number of concurrent sessions?		This would be discussed with succesful Bidder
102	NPCI:RFP: 13-14/0037	NA	NA	NA	What is the Number of concurrent Users?		Alteast 50 user ID's needs to be created

103	NPCI:RFP: 13-14/0037	NA	NA	NA	Can you please share organizational structure of NPCI? For example Line of Business , Management Organization hierarchy, Geography hierarchy etc.		Kindly visit the official website of NPCI to know about board of directors and top management of NPCI. Detailed about products and services of NPCI are also available on its website. Rest of the information may be shared on 'need to know' basis at appropriate stage.
104	NPCI:RFP: 13-14/0037	NA	NA	NA	How many Risk event type does NPCI has? Example : Cash shortage, Internal Fraud.		This woulld be discussed in the implementation stage
105	NPCI:RFP: 13-14/0037	NA	NA	NA	Will there be one investigator or multiple investigators assigned to an incident?		Multiple
106	NPCI:RFP: 13-14/0037	NA	NA	NA	How many incidents will be recorded per year?		This woulld be discussed in the implementation stage
107	NPCI:RFP: 13-14/0037	NA	NA	NA	How many levels of approval will be there in incident management?		This woulld be discussed in the implementation stage
108	NPCI:RFP: 13-14/0037	NA	NA	NA	Any specific external loss event database that need to be incorporated into modelling, please mention preferred external loss event database if any		Bidder can propose the same
109	NPCI:RFP: 13-14/0037	NA	NA	NA	How many assessments will be performed per year?		Atleast four
110	NPCI:RFP: 13-14/0037	NA	NA	NA	How many levels of approval will be there in RCSA?		Atleast two
111	NPCI:RFP: 13-14/0037	NA	NA	NA	How many historical assessments will be loaded into the system ?		Atleast last 2 to 3 cycles
112	NPCI:RFP: 13-14/0037	NA	NA	NA	How many tests will be performed on each control per year?		Atleast four
113	NPCI:RFP: 13-14/0037	NA	NA	NA	How many levels of approval will be there in Control testing?		Atleast two
114	NPCI:RFP: 13-14/0037	NA	NA	NA	How many people will interact with a test over the course of its lifecycle? Note: This includes creating the test, entering in test results, reviewing test results, and approving test results.		Atleast two from the Ops Risk team
115	NPCI:RFP: 13-14/0037	NA	NA	NA	Is there a requirement to save and archive OpRisk VAR data snapshot for future references? Example: Data used for OpRisk VAR calculation as on 31Dec 2013 may again be required for reference in April 2014.		Yes
116	NPCI:RFP: 13-14/0037	NA	NA	NA	How many concurrent OpRisk VaR sessions need to be supported?		Atleast for the last 2 years
117	NPCI:RFP: 13-14/0037	N/A	N/A	NA	Is there an existing Incident Management tool used by NPCI? How is the bank currently capturing loss data event? How is this data maintained? If this data is maintained in flat files, then what is the duration for which this data is being maintained?		Yes. The data is maintained as per the defined process. This would be further discussed in the implementation stage
118	NPCI:RFP: 13-14/0037	N/A	N/A	NA	It is observed from our experience that financial institutions who are the members of IBA's CORDEX (loss data Repository) need to report their loss event. Is NPCI also a member of CORDEX and need to report it's loss event to the same?		No

119	NPCI:RFP: 13-14/0037	N/A	N/A	NA	The RFP bundles the hardware and infrastructure components with the services part of the solution. Bidder is not into hardware/infra business and hence will need to pass-through these 3rd party costs. It is a standard practice by the SI to include a risk markup on the overall cost provided by the hardware/infrastructure vendor. This makes the solution costly for the client. We recommend that separate contracts be issued, one to the SI and other to the hardware/software vendor. The SI will still have the end to end responsibility. This model has worked successfully in many client contexts and this can be a win-win for the nature of this RFP.	Reduced cost to client	No change in RFP
120	NPCI:RFP: 13-14/0037	6	1	Last date and time for Bid Submission - 10.04.2014 – 3.00 PM	In order to go through all available solutions in detail, request you to extend the submission date to 25th April.		No change in RFP
121	NPCI:RFP: 13-14/0037	36	9.21	Liability under the RFP is limited to the total value of the contract.	Can we have the liability limited to the amounts paid by NPCI to the Bidder under the applicable purchase order/purchase orders in the twelve (12) months immediately preceding the event causing such liability?		Please refer to Corrigendum-1
122	NPCI:RFP: 13-14/0037	36	9.21	Liability under the RFP is limited to the total value of the contract.	Request you to please to add a clause for exclusion of indirect, special, consequential and indirect losses and loss of profits, loss of business or revenue, loss of opportunity, loss of anticipated savings, loss of goodwill and loss or corruption of data.		Please refer to Corrigendum-1
123	NPCI:RFP: 13-14/0037	33	9.16	Indemnity provisions	Request you to have the indemnity limited to material breach of intellectual property rights; breach of confidentiality obligation; negligence resulting in death, personal injury or tangible property damage and wilful misconduct or gross negligence.		Please refer to Corrigendum-1
124	NPCI:RFP: 13-14/0037	33	9.16	Indemnity provisions	Request you to add another provision for NPCI to indemnify Bidder for breach of IP rights owned by Bidder.		Please refer to Corrigendum-1
125	NPCI:RFP: 13-14/0037	33	9.14	Intellectual Property	Request you to please add a clause which protects Bidder's rights of any pre-existing IP (owned by Bidder) embedded in any deliverable.		No change in RFP
126	NPCI:RFP: 13-14/0037	32	9.11.2	Payment terms	Can a provision be added which provides for penalty levied for late payments made by NPCI?		No change in RFP
127	NPCI:RFP: 13-14/0037	35	9.17;9.18;9.19	Bidder to comply with all laws	Seeking relaxation where Bidder will only agree to comply with those laws that would be applicable to Bidder as IT service providers.		Bidder has to comply with all applicable relevant laws and it is not possible to limit the scope of legal compliance to laws applicable to IT service providers.
128	NPCI:RFP: 13-14/0037	37	9.27	Termination of Contract	Request you to add a clause which would provide Bidder to terminate the contract for default on the part of NPCI.		Please refer to Corrigendum-1
129	NPCI:RFP: 13-14/0037	33	9.13.3	Altering the number of quantities in the Bills of Materials	Request you to have the increase or decrease in the number of quantities in the Bill of Materials be made subject to revision of costs as mutually agreed by the parties.		In terms of clause 9.12 of RFP, price shall remain fixed for a period of 12 months from the date of purchase order. There will be no change in same due to increase or decrease in the number of quantities.

130	NPCI:RFP: 13-14/0037	29	9.8.2	Defect free warranty	Considering that the RFP has provision which provides the tool to be capped to a warranty period and provision for replacement and rectification of a defective or damaged tool is also mentioned, can clause 9.8.2 be removed?		No change in RFP
131	NPCI:RFP: 13-14/0037	38	9.28	Effect of Termination	Can NPCI provide the bidder with termination cost in case of termination for convenience by NPCI?		Please refer to Corrigendum-1
132	NPCI:RFP: 13-14/0037	NA	NA	Non-solicitation	Can NPCI add a non-solicitation clause restricting either party from hiring employees of the other party?		No change in RFP
133	NPCI:RFP: 13-14/0037	NA	NA	Deemed Acceptance	Can NPCI add a deemed acceptance clause? Having proper sign off for deliverables will ensure revenue recognition for both parties.		No change in RFP
134	NPCI:RFP: 13-14/0037	NA	NA	Acceptance procedure	Can NPCI add a provision for acceptance of test procedure and have it tied to a time period for completion of the acceptance tests instead of having it at the discretion of NPCI?		Refer RFP terms for Acceptance Procedure
135	NPCI:RFP: 13-14/0037			General		Does the user currently have any tech stack that we need to use or we can propose new set of stack	Bidder can propose the same
136	NPCI:RFP: 13-14/0037			General		What is the number of different accounts ? What is the current data volume?	This will be discussed during the implementation process
137	NPCI:RFP: 13-14/0037			General		What is the data growth (annualy)?	This will be defined during the implementation process
138	NPCI:RFP: 13-14/0037			General		Please mention which all environment (Dev, test, training, DR, HA etc ..) require? Capacity required for each environment ?	DR is not required. Other environments are applicable
139	NPCI:RFP: 13-14/0037			General		Is there any requirement of high availibility?	No
140	NPCI:RFP: 13-14/0037			General		Is there a requirement for using data quality based tools for standardization of data?	No separate tool is required
141	NPCI:RFP: 13-14/0037			General		How many number of reports to be generated?	This will be defined during the implementation process
142	NPCI:RFP: 13-14/0037			General		How many number of dashboards that is planned to develop?	This will be defined during the implementation process
143	NPCI:RFP: 13-14/0037			General		Any data porting from legacy sources to be done?	None from any system/ tool
144	NPCI:RFP: 13-14/0037			General		Any sources which has unstructured data format?	This would be discussed during the implementation process. The would be multiple sources for fetching data
145	NPCI:RFP: 13-14/0037			General		Are the generated reports expected to be Emailed / shared on FTP folders ?	Both/ as per requirement
146	NPCI:RFP: 13-14/0037			General		SLA for Data Recovery Period.	The details are as mentioned in SLA section
147	NPCI:RFP: 13-14/0037			General		Is there a need of BCP Requirement.	No
148	NPCI:RFP: 13-14/0037			General		Do we have any SLA for Application Uptime.	As mentioned in SLA section
149	NPCI:RFP: 13-14/0037			General		At a broad level do we plan to have Active/Active or Active/Passive Disaster Recovery.	The bidder can recommend the same

150	NPCI:RFP: 13-14/0037			General			Is there a requirement for Mobile BI? what kind of handset support is required	The application would also be accessed through IPAD
151	NPCI:RFP: 13-14/0037			General			Is there any requirement to built Statistical Reports	Yes
152	NPCI:RFP: 13-14/0037			General			Are there any requirments for dashboards/reports to be viewed real time??	Yes depending on scenarios
153	NPCI:RFP: 13-14/0037			Page No 14		The number of registered users for the Tool would be 50 and the number of users for the tool is expected to grow at 10% within 6 months of the implementation.	Is the total user is 50 or concurrent user is 50? Please clarify. Also what is the project user growth after 6 month till next 3 years and 5 years?	The current requirement is 50 users & the same would be increased on need basis/ Business requirements
154	NPCI:RFP: 13-14/0037			Annexure N		Period of the entire solution to be ready for commissioning after award of the contract	Is the entire solution to be commissioned within 3 month from signing of contract or after installation of h/w? Please clarify?	No change in the RFP
155	NPCI:RFP: 13-14/0037			Section 8		Training	What is the duration of training required in both operational and technical training? How many number of people get trained during this training program?	The training needs to be provided across all locations. The Product, Operational & Technical training could be given to a batch of 15 participants. The current requirement is 50 users & the same would be increased on need basis. The bidder could propose the duration accordingly
156	NPCI:RFP: 13-14/0037	9	3.1			The bidder is required to indicate the resource requirements for FMS in the Bill of Material.	Whether we should propose the complete onsite model or we can consider remote model from Bidder's NOC for the same?	The onsite model may be proposed
157	NPCI:RFP: 13-14/0037	14	3.1			The number of registered users for the Tool would be 50 and the number of users for the tool is expected to grow at 10% within 6 months of the implementation.	What will the the approx number of users for the entire project duration of 6 years (3 years warranty and 3 years AMC)	The current requirement is 50 users & the same would be increased on need basis/ Business requirements
158	NPCI:RFP: 13-14/0037	30	9.9			The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly. Apart from reports on each availability and performance measurement parameter mentioned below, the reporting should also include the following: 1. Utilization of CPU, RAM, Hard Disk, I/O (Peak and Average) 2. Percent of CPU utilized by the system and user activity. 3. CPU utilization broken down by user CPU and system CPU. Tabular report of CPU, Memory, NIC and I/O utilization (peak and average) by application, if possible. 4. Percent of physical memory utilized by system and user processes. 5. Problem Trends 6. Call Resolution Time	Who will provide the tools for the monitoring and reporting. Should the vendor propose the same or Vendor can leverage the existing tools made available by NPCI? Will vendor be able to leverage the patch management tool made available by NPCI? Or vendor should propose the same.	The Vendor should propose the same
159	NPCI:RFP: 13-14/0037	30	9.9			Service Level agreement	What is the service window for the FMS services.	The Helpdesk should be available Monday to Saturday during the Business hours. Further this would be decided & communicated accordingly
160	NPCI:RFP: 13-14/0037	9	9.9			FMS	What will be ticket logging system avaialble for the FMS team after implementation phase? What will be the ticket logging process after implementation phase?	This will be discussed during the implementation process

161	NPCI:RFP: 13-14/0037	28	9.2.	Term of contract	NPCI will avail services of the selected bidder for a period of 5 years. The engagement would be reviewed on half-yearly basis and will be renewed annually subject to satisfactory services. In case, any of the bidders continuously fail to meet the defined performance obligation, NPCI reserves the right to award the entire work for the remaining period to other successful bidder, upon cancellation of the contract with the bidder who failed to meet the performance obligation. However, this is without prejudice to NPCI's right to cancel/terminate the engagement based on the other provisions of the RFP.	Request to change it as "NPCI will avail services of the selected bidder for a period of 5 years. The engagement would be reviewed on half-yearly basis and will be renewed annually subject to satisfactory services. In case, any of the bidders continuously fail to meet the defined performance obligation, NPCI reserves the right to award the entire work for the remaining period to other successful bidder, upon 30 days prior notice cancellation of the contract with the bidder who failed to meet the performance obligation. However, this is without prejudice to NPCI's right to cancel/terminate the engagement based on the other provisions of the RFP.In the event of termination Bidder shall be paid for the goods and services delivered till the date of termination.."	No change in RFP
162	NPCI:RFP: 13-14/0037	29	9.5.3	Taxes & Duties	The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI	The benefits / Disadvantage realized by Bidder due to lower / Higher rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI	No change in RFP
163	NPCI:RFP: 13-14/0037	29	9.7.2	Penalty for default in delivery	Non Delivery of above at NPCI - 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%.	Non Delivery of above at NPCI - at the rate of 0.5% of the undelivered Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% of undelivered purchase order value.	No change in RFP
164	NPCI:RFP: 13-14/0037	29	9.7.3	Penalty for default in delivery	9.7.3 In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.	Request deletion	No change in RFP
165	NPCI:RFP: 13-14/0037	29	9.7.4	Penalty for default in delivery	Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the bidder, as per this Purchase Order.	Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the bidder under this contract, as per this Purchase Order.	No change in RFP
166	NPCI:RFP: 13-14/0037	30	9.9	Service Level Agreement	SLA for hardware and software - As per RFP	The Penalty shall be capped 5% of the undelivered value.	No change in RFP
167	NPCI:RFP: 13-14/0037	31	9.1	penalty on SLA	If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if NPCI has to take corrective actions to ensure functionality of its property, NPCI reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. NPCI shall impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.	If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if NPCI has to take corrective actions to ensure functionality of its property, NPCI reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.Also the failure of bidder has to be proved.	No change in RFP

| 168 | NPCI:RFP: 13-14/0037 | 33 | 9.16 | Indemnity | 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:
(i) 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 the Purchase Order,
(ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
(iii) bonafide use of the deliverables and or services provided by the Bidder,
(iv) 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,
(v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
(vi) breach of confidentiality obligations of the Bidder, | 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:
(i) 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 the Purchase Order,
(ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
(iii) bonafide use of the deliverables and or services provided by the Bidder,
(iv) 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,
(v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
(vi) breach of confidentiality obligations of the Bidder,
(vii) 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 contract. | Please refer to Corrigendum-1 |
| 169 | NPCI:RFP: 13-14/0037 | 33 | 9.16 | Indemnity | The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time, provided:
(i) NPCI notifies the Bidder in writing immediately on being aware of such claim,
(ii) The Bidder has sole control of defense and all related settlement negotiations.
Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
The 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. | The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time, provided:
(i) NPCI notifies the Bidder in writing immediately on being aware of such claim,
(ii) The Bidder has sole control of defense and all related settlement negotiations.
Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
The 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. Gross Negligence and Willful 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. | Please refer to Corrigendum-1 |

| 170 | NPCI:RFP: 13-14/0037 | 33 | 9.16 | Indemnity | 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.
Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim, however:
(i) the Bidder has sole control of the defense and all related settlement negotiations
(ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
(iii) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, | 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. Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim, however:
(i) the Bidder has sole control of the defense and all related settlement negotiations
(ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
(iii) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. | Please refer to Corrigendum-1 |
| 171 | NPCI:RFP: 13-14/0037 | 36 | 8.18.2 | Bidders Liability | 9.22 The selected Bidder will be liable for all the deliverables.
8.18.1 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/Purchase Order.
8.18.2 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
8.18.3 Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order. | 9.22 The selected Bidder will be liable for all the deliverables.
8.18.1 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/Purchase Order.
8.18.2 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
8.18.3 Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.
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 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; | Please refer to Corrigendum-1 |

172	NPCI:RFP: 13-14/0037	37	9.27	Termination of Contract	For Convenience NPCI by written notice sent to the Bidder may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the contract is terminated and the date upon which such termination become effective.	Requesting a notice of 30 days. In the event of termination by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	Please refer to Corrigendum-1
173	NPCI:RFP: 13-14/0037	37	9.27	Termination of Contract	NPCI reserves its right to terminate the contract in the event the Bidder repeatedly fails to deliver in accordance with the scope of work given in the Contract.	Requesting a cure period of 30 days and in the event of termination, Bidder shall be paid for the goods and services delivered till the date of termination.	Please refer to Corrigendum-1
174	NPCI:RFP: 13-14/0037	38	9.28	Effect of Termination	NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date.	NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. In the event of termination by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	No change in RFP
175	NPCI:RFP: 13-14/0037	38	9.29	Order Cancellation	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; i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process. iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.	Requesting a cure period of 30 days and in the event of termination, Bidder shall be paid for the goods and services delivered till the date of termination.	No change in RFP

176	NPCI:RFP: 13-14/0037	38	9.29	Order Cancellation	In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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 Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.	In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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 Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder provided the Bidder's liability shall not exceed 10% of the differential cost incurred. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.	No change in RFP
177	NPCI:RFP: 13-14/0037	48			Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.	Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.	No change in RFP
178	NPCI:RFP: 13-14/0037	48			We undertake to comply with the terms and conditions of the bid document. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.	We undertake to comply with the terms and conditions of the bid document **subject to the deviations submitted**. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.	No change in RFP
179	NPCI:RFP: 13-14/0037	69			We have complied with all the terms and conditions of the RFP. 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 RFP **subject to the deviations submitted.** We understand that you are not bound to accept the lowest or any Bid you may receive	No change in RFP
180	NPCI:RFP: 13-14/0037			Deemed Acceptance	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 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 Bidder shall have 15 days time to correct in case of any rejection by Client.	No change in RFP
181	NPCI:RFP: 13-14/0037			SNR	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
182	NPCI:RFP: 13-14/0037			Risk and Title	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
183	NPCI:RFP: 13-14/0037			Savings 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