

PRE BID REPLIES FOR NPCI:RFP:2012-13/0034 dated 23.02.2013-RFP for appointment of an Agency for creation of EMV and NFC specifications and standards of NPCI

Sr. No#	Page No.	Clause No.	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Replies
1	10	1	Timelines	Since there are legal and technical formalities to fulfil to form a consortium, is NPCI open to extend the timelines?		No change in RFP
2	14	3.1	PHASE D- Product Deployment, Validation/ testing & Go Live support	Can we consider that Phase D can only be completed after the compliance program linked to such technical specification is implemented?	Our assumption is that the testing tools would be developed by the vendors of NPCI and not by the bidder. Kindly confirm	Phase D shall be deemed complete as per RFP. Development of test tools is not within the scope of this RFP
3	14	3.1	PHASE C- Development of Technical specifications & standards and other relevant documentation	Phase C does not cover creation of actual products (pertaining to the specification created). Please confirm the process involved for product development ? And the time gap between Phase C & D anticipated ?		Phase C involves documentation. The expected duration of phase D has to be provided by the bidder and should be in line with the overall project timelines
4	14	3.1	Debit/credit/ charge cards	What is considered as "Charge cards" and how is it different from Pre-paid purse or loyalty program?		As per standard payment industry terms.
5	14	3.1	Fuel Cards	What is the existing system, if any, used for fuel cards? And is there any associated specification?		As per standard payment industry terms.
6	14	3.1	Toll	What kind of Toll has to be considered? Parking, highway, etc. proximity card or long range	Different systems usually implement a wide range of technology, not necessarily proximity cards	The bidder is expected to propose the same
7	14	3.1	PHASE D- Product Deployment, Validation/ testing & Go Live support	Can we consider that Phase D can only be completed after the compliance program linked to such technical specification is implemented?	Validation & testing is for the spec or for the tool? Tool will not be developed yet (Phase D)	As per the RFP
8	15	3.2.11	Phase A – Development of strategy and business case and definition of ecosystem architecture	In line with above, EMV is the baseline specification for all payment applications. To ensure interoperability, many schemes that are not internationally known have leveraged the base EMVCo common payment application specifications for a solution baseline to what ultimately become their domestic specification and personalisation requirements. Has this been considered and understood in this context?		Same shall be discussed during the strategy discussions
9	15	3.2.11	Phase A – Development of strategy and business case and definition of ecosystem architecture	It is assumed that NPCI will want to build on existing standards and definitions within the EMV, Contactless, Dual Contact and NFC space. Bearing this in mind, it is further assumed that where roles and responsibilities in the eco system have been defined for stakeholders as part of these standards and specifications - for example Global Platform with regard to NFC Service Provision and TSMs.	Please confirm assumption is correct.	NPCI seeks to define specifications and standards for building the entire payments ecosystem. The winning bidder needs to suggest and convince NPCI as a part of its deliverable in Phase A whether leveraging the existing standards as is would be the best way forward for achieving NPCI's objectives. NPCI is open to discuss the same
10	15	3.2.1	Project Management & Planning	Pre-Phase deliverables will cover under the Bid Price and submitted as part of commercial proposal ? Validate the assumption.		Bid price shall cover the Bidders efforts to cover all the requirements as sought in RFP
11	15	3.2.1.1	Development of Strategy and Business Case and definition of ecosystem architecture	Is the operating model, commercial strategy & review of regulatory environment be considered in the scope ?		Yes
12	16	3.2.1.1.1.1	Approach for member on-boarding for supporting the new payment/ Non-payment products	What are the nonpayment products being considered? How many additional stakeholders need to be considered for nonpayment bodies participating for their products?	We are trying to envisage applications like passport and the stakeholders like agencies issuing passport Need to understand the comprehensive list of applications and stakeholders	Bidder shall restrict their proposal to the list of applications as sought in the RFP. Any other product shall be taken up as Change request @ the per man day rate proposed by the bidder at mutually agreed timelines

13	16	3.2.1.1.1.1	Marketing & migration plan for the new payment products	Our understanding is that the bidder would only create a plan and NPCI will independently work based on that plan. Is that correct?	Because of roll out of marketing will be role of marketing agency based on guidance from NPCI	The winning bidder should provide the required marketing/ migration plan and support/ advise NPCI and its agencies in its execution as necessary
14	16	3.2.1.1.1.1	Vendor development for supporting RuPay EMV contactless, dual interface and NFC products	Could you please elaborate on the expectation from the bidder on the vendor development side?		Winning bidder to provide strategy for ensuring that sufficient vendors providing the necessary RuPay related products and services are available to our members and associated third parties. This may include strategies for getting them on board, certifying them quickly, encouraging existing vendors to support RuPay etc.
15	16	3.2.1.1.1.2	The documents shall be in-line with leading global standards such as NFC standards, ISO standards, EMV, Global Platform, GPS message specifications for mobile etc.	Does this mean we can use the open free specifications like those from Global platform for communication protocol and message?		NPCI seeks to define specifications and standards for building the entire payments ecosystem. The winning bidder needs to suggest and convince NPCI as a part of its deliverable in Phase A whether leveraging the existing standards as is would be the best way forward for achieving NPCI's objectives. NPCI is open to discuss the same
16	16	3.2.1.1.1.1	Acceptance Infrastructure	What does this refer to?		As per the RFP
17	16	3.2.1.1.1.1	Issuance infrastructure set-up covering data preparation & personalization	What does "data preparation and personalization" refer to?		As per standard payment industry terms.
19	16	3.2.1.1.1.1	Vendor development for supporting RuPay EMV contactless, dual interface and NFC products	For supporting RuPay EMV contactless, dual interface & NFC products, NPCI will be sharing all their relevant current specifications including RuPay ones, both released and in progress with the bidder selected. Please be detailed as possible.		All relevant documents, as applicable, will be shared
20	18	3.2.1.1.1.2	Communication and messaging protocols to be used. This shall include but not be limited to: Communication between applications across NFC enabled devices Communication between payment device and point of sale device Communication between the TSM and payment devices Inter-TSMs communication Inter issuer communication Communication between smart posters and payment devices Communication between payment devices and service/authentication servers for NFC transactions	The RFP highlights that the protocols should definitely include the highlighted communication. Could this be modified based on the ecosystem and strategy designed by the bidder along with NPCI? Also, could the already available open and free for use protocols and messages be used for the given communication requirements?		NPCI seeks to define specifications and standards for building the entire payments ecosystem. The winning bidder needs to suggest and convince NPCI as a part of its deliverable in Phase A whether leveraging the existing standards as is would be the best way forward for achieving NPCI's objectives. NPCI is open to discuss the same
21	19	3.2.1.1.3	NPCI or its appointed agency will review all the deliverable	Will the bidder be able to interact with the reviewing agency prior and during the review of the deliverables?		Possible, with NPCI's prior approval
23	20	3.2.1.2.1	In Case of transit, the product shall additionally support ...	Can we have access to the current transit system description, infrastructure and specifications? Especially interactions between systems for different way of transportation (buses, subways, ...)		The winning bidders shall have to do the necessary research.
24	20	3.2.1.2.1	Capability to provide free travel to selected card holders.	Will these card holders present products out of NPCI project scope? Is it about a new card type or with an infinite balance / reduction counter is zero?	If other entities in India, such as armed forces personnel, develop their own product interoperability may be hard to insure in advance.	This refers to one of the possible product features.

26	20	3.2.1.2	Phase B – Product definition - Possibility to interlinking different products/ applications such as prepaid purse, loyalty programs, couponing with the debit /credit/prepaid applications as well as linking with/ between any other application as may be desired	The non-payment solutions including transit, tolls etc are assumed to be existing solutions in market or at least offered/implemented by 3rd parties. To this end, the references to these would logically imply integration activity and at best the issuance of an RFP for a solution that meets a specific set of requirements...including integration with a RuPay payment service or product e.g. multi application card or wallet on NFC or eWallet based phone application?	The assumption is that the RuPay specification would be greenfield launch and would not consider the existing specifications in the country. Is the assumption correct?	NPCI is open to all possibilities. Winning bidder needs to suggest the strategy, keeping in mind the requirements and end objectives of the RFP
27	21	3.2.1.3.1.1.1	The Bidder shall review & update any of the existing documentations available with NPCI on EMV/ NFC	Is it possible to have a list of these existing documents and their status (draft / to review / to update) as well as their high level content description?		will be shared with the winning bidder
28	21	3.2.1.3.1.1.1	Requirements for Mobile application, its GUI, Virtual card storage & access etc.	What types of specifications need to be written for the GUI?	As per industry norms, GUI is generally created by the member banks abiding to the security guidelines mentioned by the schemes.	As mentioned in the RFP, the bidder needs to define the detailed guidelines for the GUI E.g. define the security standards, mandatory features, logo requirements etc
29	23	3.2.1.3.2	Bidder shall ensure that all the specifications and standards developed as part of this RFP are accredited by relevant authorities as may be applicable e.g. EMVCo accreditation for all EMV specifications and standards, NFC forum accreditation where ever applicable	Please clarify that bidder will only provide all necessary documentation support required for testing and certification. Ultimate ownership will be with NPCI.		If a certification/accreditation is mandatory for use of the document/product OR is desired by NPCI, it will be the winning bidder's responsibility to make sure that the document/product is certified/accredited.
30	23	3.2.1.3.2	Bidder shall ensure that all the specifications and standards developed as part of this RFP are accredited by relevant authorities as may be applicable e.g. EMVCo accreditation for all EMV specifications and standards, NFC forum accreditation where ever applicable	Authorities usually don't give accreditation to other / new schemes specifications. Even if the bidder could convince such entity to do so, the accreditation timeframe might be long and hard to control.  Kindly advise		If a certification/accreditation is mandatory for use of the document/product OR is desired by NPCI, it will be the winning bidder's responsibility to make sure that the document/product is certified/accredited.
31	23	3.2.1.3.3	DELIVERABLES	With regards to the 29 documents listed in the table, can the bidder combine, rename or remove some of the documents while keeping the scope fo work in the RFP unchanged?		After taking prior approval from NPCI
32	23	3.2.1.3.2	Bidder shall ensure that all the specifications and standards developed as part of this RFP are accredited by relevant authorities as may be applicable e.g. EMVCo accreditation for all EMV specifications and standards, NFC forum accreditation where ever applicable	Request for Clarity on the List of Modules for which NPCI is looking to get the accreditation done, because each of the Module would have its own cost of certification.		If a certification/accreditation is mandatory for use of the document/product OR is desired by NPCI, it will be the winning bidder's responsibility to make sure that the document/product is certified/accredited.
35	24	3.2.1.3.2	3. Device Hardware technical specification ...	Is it possible to detail what is considered here as hardware? (RF design, protocol specification, design of the product)	The industry already defined standards for hardware communication between devices. We would like to make sure we don't re-create something already existing.	Hardware meaning, physical level. If the winning bidder can justify it, NPCI is open to use existing most appropriate ones which could be put in use
36	24	3.2.1.3.2	The above list is only indicative and the Bidder shall provide any other document/manual pertaining to the technical/business/operational/ functional/risk or any other aspects of the product/s as may be required	As this is the phase C description, is it reasonable to consider that non technical deliverables could be considered as phase A or B deliverables?	We believe here that risk / Business / operational documents are close to strategy and product definition deliverables.	No change in RFP
37	24	3.2.1.3.3	NPCI or its appointed agency will review all the deliverable and provide an official closure to this phase	What is the acceptance deadline for the agency? Is it possible to define this deadline if not specified?		No change in RFP

38	24	3.2.1.3.2	9.Virtual Card design requirements 10. Mobile wallet UI specifications	What type of design requirements are needed for Virtual card and Mobile wallet UI?	As per the industry norms, GUI is designed by the member banks adhering to the security and branding guidelines laid down by the Payment scheme.	As mentioned in the RFP, the bidder needs to define the detailed guidelines for the GUI E.g. define the security standards, mandatory features, logo requirements etc
40	24	3.2.1.3.3	NPCI or its appointed agency will review all the deliverable and provide an official closure to this phase	What is the acceptance deadline for the agency? Is it possible to define this deadline if not specified?		No change in RFP
41	25	3.2.1.4.1	The Bidder shall also provide post go live support to NPCI or its associated agencies/ vendors for each of the products as identified in deliverables section of this phase i.e. section 3.2.1.4.2, with at least two issuers.	Implementation support will be limited to advice and program management. Infrastructure deployment or procurement, getting banks onboard or facilitating funding approval for the banks will not be the Bidder's responsibility, and not form part of the Bidder's costs.		Bidder is required to provided all the necessary support required for the successfully launch of product/s
42	25	3.2.1.4.1	Providing consultancy and advise to NPCI or its associate/s in finalizing the product/s testing & certifications requirements and methodology for systems involved in product life cycle including, but not limited to, issuance devices, acceptance devices & transaction processing systems, including systems, but not limited to, NPCI switch, Clearing system, other back end modules & any other system/ devise as may be identified	Our understanding is that the consultancy and advice would be required only on the specifications created. Is that understanding correct?	Please help elaborate if support would be required on the areas more than specifications or the deliverables from the bidder.	The support is limited to the requirements as mentioned in the RFP
43	25	3.2.1.4.1	Providing consultancy and advise in developing the application for cards, mobile(at least one secure element as identified by NPCI ( out of all indicated in this document) and acceptance devices at least with two vendors each on card manufacturer/ secure element and acceptance device OEMs	Shall the bidder consider to be asked to provide card application and kernel source code to NPCI? If yes, is it possible to clarify for how many products exactly?		We do not seek any source codes from Bidder. Only specifications are required.
44	25	3.2.1.4.1	Making Implementation Plan	Is it possible to detail what is expected for this deliverable?		No change in RFP
45	25	3.2.1.4.1	Preparing training material and organizing workshops for member banks	Is it possible to define an upper limit for the number of workshops to be delivered by the bidder?	Knowing that there is a vast number of banks involved, the bidder just want to make sure a reasonable number of workshop shall be provided to members.	As per RFP, Bid shall include minimum of two(2) banks. For subsequent banks same shall be covered as per the man day cost quoted by the Bidder
46	25	3.2.1.4.1	Once the product is launched, it shall be the Bidder's responsibility to provide support for a period of three (3) months. During this period the Bidder shall • Review post live processes and submit the report	IS it possible to clarify the term "post live processes"?	Update of the product, field issues?	Post live processes would mean monitoring the performance of the systems/products developed as part of the RFP and suggesting any guidelines to be followed, in the few months after deployment, for optimal performance and long term stability, bugs identifications etc.. related with specification
47	25	3.2.1.4.1	Bidder shall help & provide all the required support to NPCI or its appointed agency in Marketing and Promotions	Is it possible to clarify NPCI expectations for these items?		The winning bidder should provide the required marketing/ migration plan and support/ advise NPCI and its agencies in its execution as necessary
53	25	3.2.1.4	Assist in product launch with at least 2 member banks and must be involved in all aspects for a successful launch of all products	What is the criteria for selecting the 2 member banks for the pilot?		NPCI discretion

54	25	3.2.1.4.1	Making Implementation Plan	The winning bidder will provide clarifications on the specifications, needs and assist the selected product vendor in coming up plan, but the actual implementation plan will come from the vendor selected for creating the products. Is this assumption is correct, otherwise please highlight the attributes of implementation plan from Phase D		As per the RFP
56	26	3.2.1.4.2	Bidder should convert the rules, specifications, policies and procedures etc. into "statement of work" as required by NPCI or its associates....	Is It possible to clarify the term "statement of work"?	Do you mean "Statement of work" for technology developers / solution providers" if yes, what are the category of vendors / associates which will get associated?	Yes. Vendors developing the solutions/ products basis the specifications developed
57	27	4	Consortium	How and by when does NPCI expect to be notified on the Consortium formation?		At the time of BID Submission
58	27	4.2	Definition of "Bidder"	What is the definition of "predefined contractors" in the 1st paragraph		As per NPCI approved list
59	27	9.6	Term of Contract	Further, after completion of project and proper handover of all deliverables to NPCI, NPCI may on its discretion get into the AMC with the Bidder for a period of up to three (3) years which could be further extendable -subject to mutual consent.		No change in RFP
60	28	4.3.2	The Lead Bidder should have minimum annual turnover of Rs. Seventy Five (75) Crore Or equivalent (including global business turnover of the Bidder and / or its Group Companies in the financial services segment) for each of the last three (3) financial years i.e. 2009-10, 2010-11, 2011-12. (or Calendar year 2009, 2010, 2011 or the Bidder"s financial years)	1. Request NPCI to kindly consider relaxing the eligibility criteria in terms of minimum annual Turnover to Rs. Fourty Five (45) crores in the financial services segment. "OR" 2. Request NPCI to kindly make it Total Annual turnover to Rs. 75 crores rather than restraining it to financial services only.		No change in RFP
61	28	4.3	The consortium must have at least 3 experts each in EMV and NFC technologies in technical specification writing with a minimum of 5 years of experience.	Can the consortium have same 3 experts for EMV and NFC?		Yes, provided Bidder provides sufficient proof to support their expertise and NPCI is convinced about the same, in both domains
62	28	4.2	The lead bidder should be a profit (profit after tax) making company, including global business profits of the bidder and / or its Group Companies in the financial services segment, in the last two financial years out of the Three (3) years mentioned above	The bidder does not report its profits segment wise. Hence profits will be stated art a firm level		No change in RFP
63	28	4.2.8	Eligibility Criteria	We would request NPCI to modify the below: The bidder should not currently be blacklisted by any bank/ institution in India.		No change in RFP

64	31	5.9.4	Forfeiture of EMD	The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee. Request to delete as violation of RFP cannot be a ground for forfeiture since the RFP itself is not a binding document.		No change in RFP
65	33	5.15.2	Product Evolution and Product Roadmap – Annexure T9	Is it the vendor product roadmap or the specification writing for each product roadmap and evolution?	Product roadmap is usually managed internally by vendors.	No change in RFP
66	33	5.15.2	Product Evolution and Product Roadmap – Annexure T9	The product roadmap would include the roadmap for the launch of specifications and product but would not include any IT development product roadmap. Is that understanding correct?	Please confirm assumption is correct and that the specifications must not be locked in to any single vendor	The product roadmap should be vendor independent.
67	39	7.3	Evaluation of bids	In the event where there are more than two vendors for the commercial bid (after passing the tech evaluation), what is the criteria for commercial bid assessment for the final selection? For example, if there is a Bidder who scores highest in technical evaluation among the rest and yet this Bidder proposed higher pricing than the rest, does this Bidder still have a chance to be the winner? Or, regardless of technical evaluation scores (even if there are big gaps between the highest and lowest among the eligible candidates), whoever bids the lowest in the commercial bid will be selected		No change in RFP
68	44	8.4	The Bidder shall bear the whole cost of the training program if it is conducted at NPCI premises at Mumbai. The cost would include travelling charges (Economy class airfare), boarding & lodging expenses.	Is NPCI Planning/ Expecting to conduct trainings at location other than Mumbai ? If yes then kindly specify the locations.		The NPCI may propose any other location
69	44	8.4 Bullet 3	The Bidder shall bear the whole cost of the training program if it is conducted at NPCI premises at Mumbai. The cost would include travelling charges (Economy class airfare), boarding & lodging expenses.	Please clarify that the traveling costs would be part of the OPEs/ travel expenses quoted in the price, and can be claimed as actuals as long as total travel expenses are restricted to ceiling quoted.		The costing shall be inclusive of travelling expenses.
70	45	Section 9.1, Bullet 4	Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.	It is desirable that the author continues to hold his moral rights, which are granted to him by the statute.		No change in RFP

71	45	9.2	The Bidder shall deploy minimum Three (3) of its key resources, shortlisted by NPCI, onsite for duration as indicated in the table below. The resources whenever stationed at NPCI premises, shall be at the Bidder's expense ( Including cost for boarding, lodging traveling and any other cost)	Please clarify that these costs would be part of the OPEs/ travel expenses quoted in the price, and can be claimed as actuals as long as total travel expenses are restricted to ceiling quoted.		The costing shall be inclusive of travelling expenses.
72	46	9.2	Onsite visits/ stay shall be planned and agreed to, jointly by Bidder and NPCI	As bidder has to bear with the cost of Onsite visits and stay, the bidder should have the flexibility to plan the visits.		The bidder may have the flexibility to suggest the visit schedule, however, it would be finalized depending upon the requirement, feasibility and availability of the audience, in consultation with & prior approval from NPCI
73	46	9.3	Licensing Requirements	All the deliverables as part of this RFP will be intellectual property right of NPCI'. In this regard it is assumed that the card and terminal specifications delivered will be fully owned by NPCI and will be open for any card and terminal vendor to supply without any additional licensing requirement.		Intellectual Property rights in the end product will lie with NPCI.
74	47	Section 9.5, Bullet 2	Once the selected Bidder accepts the Notification of Award, NPCI will share the NDA and draft agreement.	Please clarify that NPCI will share the format of the same with the Bidder, and that NPCI will be ready for discussion on the clauses. In case there are some terms that cannot be accepted, then NPCI will not tag the Bidder as defaulters or forfeit EMD.		NDA will be shared with the bidder
75	47	Section 9.6, Bullet 2	Further, after completion of project and proper handover of all deliverables to NPCI, NPCI may on its discretion get into the AMC with the Bidder for a period of up to three (3) years which could be further extendable on NPCI's discretion.	Please clarify that this will be upon mutually agreeable terms.		This is NPCI's discretion
76	48	9.12	Note: A phase shall be considered completed only after NPCI or its appointed associate provides a formal sign-off acknowledging the deliverables as per the NPCI requirements and expectation.	Does this mean payment will be due once sign off is received for deliverables acknowledgement		No change in RFP
77	49	Section 9.13	Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained. The quoted price shall include an upper ceiling on the expected travel expenses which Bidder foresee during the project life cycle	Please clarify if there is delay in work due to internal delays from NPCI end can the Bidder still not raise the price?		No change in RFP
78	49	Section 9.15, Bullet 1	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,	Since the bidder is providing professional services, we request the indemnity only be taken for breach for IPR and confidentiality obligations.		No change in RFP
79	49	9.13	Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.	Change requests as approved by NPCI would be charged at the per man day cost and would be part of the final price as per Annexure C2. In case of change request beyond 200 days what is the course of action?		Same per man day cost applies

80	49	9.14	Confidentiality	<p>Request to add:</p> <p>Confidential Information shall not include information that:</p> <p>(a) is as of the time of its disclosure part of the public domain;</p> <p>(b) is subsequently learned from a third Party without a duty of confidentiality;</p> <p>(c) at the time of disclosure was already in the possession of the receiving Party;</p> <p>(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</p> <p>(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.</p> <p>The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.</p>		No change in RFP
81	49	9.12	phase shall be considered completed only after NPCI or its appointed associate provides a formal sign-off acknowledging the deliverables as per the NPCI requirements and expectation.	We would request NPCI to modify the below: The deliverables has to be accepted within a period of 15 days of submission, failing which the deliverables are deemed to be accepted.		No change in RFP
82	49	9.15	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,	We would request NPCI to delete this. We can agree on a proper dispute resolution mechanism which can be mutually agreeable at the contract stage.		No change in RFP
83	49	9.15	Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,	We would request NPCI to delete this. We can agree on a proper dispute resolution mechanism which can be mutually agreeable at the contract stage.		No change in RFP
84	49	9.15	Indemnity	<p>The Bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly-from.</p> <p>+G45false statement or false representationby the Bidder;</p> <p>Also remove 'However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities'. same for point no (iii) on page 33 and wherever else occurring.</p>		No change in RFP
85	50	9.15	Breach of any terms of Agreement, Representation or Warranty.	We would request NPCI to delete this. We can agree on a proper dispute resolution mechanism which can be mutually agreeable at the contract stage.		No change in RFP
86	50	9.15	Act of omission or commission in performance of service.	We would request NPCI to delete this. We can agree on a proper dispute resolution mechanism which can be mutually agreeable at the contract stage.		No change in RFP



87	50			<p>The Bidder shall further indemnify NPCI against any loss or damage caused by or directly attributable to the Bidder and 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 however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.</p> <p>Bidder shall be responsible for any loss of data, loss of life, caused by or directly attributable to the Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.</p> <p>The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against third party claims, losses, and liabilities arising from:</p> <ol style="list-style-type: none"> <li>1. Non-compliance of the Bidder with Laws / Governmental Requirements.</li> <li>2. Intellectual Property infringement or misappropriation.</li> <li>3. Gross Negligence and wilful misconduct of the Bidder, its employees, sub-contractor and agents.</li> </ol> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.</p>		No change in RFP
88	51	Section 9.16, Bullet 3	All the deliverables, along with the associated IP rights, provided as part of the scope of this RFP would belong in the name of NPCI and Bidder must ensure that those are free from any IP rights or patent infringements from any other entity in India or globally.	Please clarify if the pre-existing IPR will remain with the bidder.		No change in RFP
89	51	9.16	Bidder's Liability	<p>Proposing inclusion of this additional clause</p> <p>"The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder."</p>		No change in RFP
90	51	9.17	Termination of Contract - For Convenience	<p>Will the Bidder be paid for the work already partially completed but not paid at the date of termination for convenience notice?</p> <p>If yes, how would should the value of such partially completed work be calculated?</p>		Please refer to clause 9.18: Effects of Termination
91	51	9.16	Bidder's liability	We would request NPCI to remove 'However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.		No change in RFP

92	51	9.17	Termination of Contract	Request to add: Bidder may terminate any SOW and/or the entire Agreement upon written notice to NPCI in the event that: (a) NPCI commits a material breach of the Agreement or Statement of Work and fails to cure such default to bidder's reasonable satisfaction within thirty (30) days after receipt of notice; or (b) NPCI becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.		No change in RFP
93	51	9.16	Bidder's Liability	Proposing inclusion of this additional clause  "The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder."	Proposing inclusion of this additional clause:  "The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder."	No change in RFP
94	52	9.19	1. If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total price for the project with a cap of 7% of the price agreed for the project. If the Bidder is not able to deliver even after imposing 7% penalty, then NPCI reserves the right to cancel the contract and/or invoke performance guarantee.  2. If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI, the Bidder shall be liable for liquidated damages for an amount equal to 0.5% per week of the total price for the project, with a cap of 7% of the price agreed for the project. If the Bidder is not able to deliver even after imposing 7% penalty, then NPCI reserves the right to cancel the contract and/or invoke performance guarantee.	1. Requesting NPCI to kindly considering relaxing the penalty as the same are on the higher side.  2. The deliverables would be defined initially and would be a part of the SLA and mutually agreed upon would be met, but in case there are changes in the deliverables (Expectation from NPCI) which would defer the timelines then the penalties should not be applicable and the vendor should be compensated for the extra effort required.		No change in RFP
95	52	9.18 bullet 3	The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favourable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same or better terms to NPCI. Unless mutually agreed, the rates shall remain firm.	The terms shall remain the same as long as the services are in relation the current RFP. In case of change in scope, or skill set requirements the Bidder retains the right to revisit the terms.		No change in RFP
96	52	9.19	Liquidated charges	What is the criteria for the deliverables are acceptable to NPCI since in this current paragraph the sentence "if the deliverables are not acceptable to NPCI, the Bidder shall rectify" seems too subjective.		No change in RFP

97	52	9.18	Effect of Termination	<p>Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services</p> <p>The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favourable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same or better terms to NPCI. Unless mutually agreed, the rates shall remain firm.</p>		No change in RFP
98	53	Section 9.21, Bullet 3	Prohibition of Conflicting Activities: The Bidder shall not engage and shall ensure their personnel do not engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.	Please confirm that the Bidder can undertake other similar assignments, as long as there is no direct conflict with the activities assigned to them under the contract.		No change in RFP
99	53	9.21	Obligations of the Bidder	Accounting, Inspection and Auditing: The Bidder shall keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and Periodically permit NPCI or its designated representative during the term of this Agreement to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI. Provided, however, any designated representative or auditor must be appointed with prior written consent of the bidder.		No change in RFP
100	53	9.21	Obligations of the Bidder	<p>Bidder's actions requiring NPCI prior approval: The Bidder shall obtain NPCI's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>o Any change to the personnel (onsite or offsite) listed at the time of signing of the Contract except in case of resignation, termination, death or disability of the personnel.</li> <li>o Any change in plan which is approved by NPCI earlier</li> </ul>		No change in RFP
101	54	9.23	Order Cancellation	NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are occasioned due to reasons solely and directly attributable to Bidder alone.....		No change in RFP
102	54	9.23	Order Cancellation	<p>Request to delete:</p> <p>In case of order cancellation, any payments made by NPCI to the Bidder would necessarily have to be returned to NPCI with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.</p>		No change in RFP

103	71	Annexure E	Undertaking cum Indemnity	<p>I have gone through all the conditions of bid and I agree that I shall be liable to any punitive action for furnishing false information / documents. I also agree that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to forfeit bid security.</p> <p>I further undertake to keep NPCI indemnified against any third party claims, all losses, costs, and damages occurred, or caused to the NPCI due to wilful acts or omissions or gross carelessness or negligence, fraud or noncompliance of laws or violation of statutory provisions etc. I/my company/my firm shall pay to the NPCI all such amount immediately on demand. This Undertaking cum Indemnity has been executed without prejudice to any other rights available to the NPCI.</p>		No change in RFP
104	75	Annexure H	On stamp paper of relevant value	Kindly clarify exact value of the Stamp Paper required		Power of Attorney it is on Rs.300 stamp paper
105	77	Annexure J	Declaration Regarding Clean Track by Bidder	<p>I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India. I further certify that I am competent officer in my company/firm to make this declaration.</p>		No change in RFP

106	Pg. 39 and Pg. 49	7.3 and 9.13	Final bid cost considered for bid evaluation = 200* Man day cost quoted by the Bidder + Total Project Cost + Total AMC Cost +Per Man Day Training Cost And The quoted price shall include an upper ceiling on the expected travel expenses which Bidder foresee during the project life cycle	1. Please clarify (a) the commercial bid evaluation shall not take into account travel expenses and (b) 'quoted price' = final bid cost+ travel 2. Please confirm that accommodation/ lodging / meal costs will form part of the travel expenses. They will also be charged based on actuals, and will be included in the proposed ceiling on travel expenses		No change in RFP
107	Pgs. 71, 73, 77	Annexure E, F, J	Undertaking Cum Indemnity, Declaration For Acceptance of RFP Terms and Conditions, Declaration Regarding Clean Track by Bidder	Are these declarations to be undertaken only by the lead bidder, or by each member of the Consortium?		To be submitted by the Lead Bidder. However, a consortium agreement may be signed by the parties to the consortium clearly specifying their roles, obligations, authority and liability. A copy of this agreement may be submitted to NPCI for record.
108				Can Any company of the consortium play the lead bidder irrespective of whether it has procured the RFP in its name. ("lest he being eligible as per the eligibility criteria to play the lead bidder role")		Any company / organization of the consortium can buy the RFP
109			NA	Can NPCI provide an overview of any NPCI initiatives currently underway or undertaken in the past with respect to EMV based NFC, contactless and dual interface products or any other areas relevant to the scope of the current RFP ? This would help to tailor our suggested approach/ methodology to NPCI requirements.		NPCI team shall deliberate all aspects in detail with the winning bidder
110		To insert	Payment for services in case of termination	In the event of termination of a Statement of Work hereunder, Company shall pay the Bidder, all fees as specified in the Statement of Work and expenses up to the effective date of the termination, including work in progress, and including the applicable notice period irrespective of whether Company requires the bidder's services during same. Further, if this Agreement is terminated before all Statements of Work executed hereunder are terminated or completed, the terms of this Agreement shall remain in full force until the termination or completion of such Statements of Work.		No change in RFP
111		To insert	Change Request	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. Implementation Partner will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Implementation Partner shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals.		No change in RFP
112		To insert	Indirect damages	Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits.		No change in RFP
113		To insert	Deemed Acceptance	Any Deliverable(s) / Work Product(s) provided to NPCI shall be deemed to have been accepted if NPCI puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).		No change in RFP