

**: Request for Proposal for Empanelment of vendor for New Payments Application Performance Evaluation**

**Consolidated list of Replies to Pre-bid Queries**

S.No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)	NPCI Response
1	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	12	3.1	Scope of work (Testing Tool)	Please clarify that performance evaluation needs to be done a) by simply checking the functional flow end to end once with different data i.e. few test-cases ( <b>i.e. functional automation testing</b> ) <b>OR</b> b) do we need to put <b>Load</b> on the system & evaluate the performance under load levels and stress levels as per production's expected load ( <b>i.e. Load Testing</b> )	Please specify or elaborate about the testing type or mode of testing	plus other parameters like TPS, Latency, etc.
2	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	12	3.1	Scope of work (Testing Tool)	Is the testing more NPCI installation specific i.e. issue at NPCI installation layer; or should observe the Remitter bank and beneficiary bank layers or sections of application as well.  <b>OR</b>  Treat the entire as 1 system and accordingly assess		Entire system as one
3	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	12	3.1	Scope of work (Testing Tool)	a) Will the simulation be of multiple banks data (payment processing across multiple banks). Will the data be provided accordingly		Consider both scenarios
4	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	13	3.1	Scope of work (Transaction Throughput )	If the performance need to be assed for a given load or rate of transactions; then please specify the load levels to be tested against i.e. the concurrent users or business <b>transaction rate</b> e.g. 5000 transactions per minute  Please <b>specify load levels to test performance</b> of both a) expected load level for load generating client b) expected load level for observing client	Pls help us with the Transaction-rate or load levels for performance testing	All technical details about the application would be provided after vendor empanelment.
5	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	12	3.1	Scope of work (load generating client)	For simulating the requests from the <b>load generating client</b> and put data into payment systems; are there <b>REST APIs</b> ? How to simulate the requests, please <b>specify protocol</b> of communication of load generating client and payment systems  e.g. HTTP based via REST API or payment messages of certain format like ISO 8583 or any other way to simulate load generating client through automation	Give a brief idea about how can this be simulated out of the examples gives or any other	Both
6	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	12	3.1	Scope of work (observing client)	For simulating the requests from the <b>observing client</b> ; are there <b>REST APIs</b> ? How to simulate the requests, please <b>specify protocol</b> of communication of observing client and payment systems  e.g. HTTP based via REST API or any other way to simulate load generating client through automation Or direct query into database	Give a brief idea about how can this be simulated out of the examples gives or any other	XML & ISO
7	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	13	3.1	Scope of work (Resource Utilization)	Please inform us about the OS used for servers (Windows, Linux, AIX, Solaris ,etc)		All technical details about the application would be provided after vendor empanelment.
8	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	14	3.1	Scope of work (Workloads )	a) Will the workloads be provided as per the production expectations b) The test-data will be provided for testing in the required quantities?		Yes
9	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	14	3.1	Scope of work (Fault loads)	Will the data or transactions be provided to simulate fault load accordingly		Yes
10	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	13	3.1	Scope of work (Software component dependencies)	a) Will the monitoring agents be allowed to deploy on servers to monitor the performance of servers b) please provide the details of servers used e.g. IIS for web/app, oracle for DB, etc.		All technical details about the application would be provided after vendor empanelment.
11	RFP Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020	13	3.1	Scope of work (Server Details)	Will the data or transactions be provided to simulate fault load accordingly		Yes

12	Eligibility Criteria	15	4.1	Bidder shall not be associated with NPCI in any assignment related to Device Audit/Security Audit/Monitoring of device	Recently we have started one IS Audit project with NPCI - "Annual System Audit as per RBI & UIDIA requirement for NPCI" , whose PO No is == PO # 2020-2021/PRSK/07/R00 dated 07.04.2020 So let us know whether we can participate in this RFP or Not?	No Change
13	Bid Cost & EMD	17	5.7	Bid Cost - 11,800/- EMD- 5.00 Lacs	As per MSME clause, an organization ( comes under MSME) is exempted from paying Bid & EMD cost. Hence, we request you to exempt us from paying Bid & EMD cost. Please refer MSME clause and MSME Certificate attached( We have already got exemption with the same clause from other PSU's)	No Change
14		12	3.1	Testing Tool	What will be the messaging protocol for new payment application?	All technical details about the application would be provided after vendor empanelment.
15		12	3.1	Testing Tool	Will messaging protocol vary between different new payment application?	All technical details about the application would be provided after vendor empanelment.
16		12	3.1	Scope of Work - Observing Client	If our understanding is correct is the observing client is responsible for reports and statistics from new payment application which is under test?	Yes
17		12	3.1	Scope of Work - Observing Client	What will be the Observing client messaging protocol?	All technical details about the application would be provided after vendor empanelment.
18		19	5.2	Deadline for submission	Would it be possible to extend the final submission date by further one week as we feel the number of days post response of RFP queries would be too short.	Already extended upto 22.07.2020
19	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	12	3.1	Business Process Implemented in New Payments Application	Response simulators would be set up by NPCI / development partner or is it expected from the Performance testing partner to build the same?	Testing Partner
20	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	12	3.1	Testing Tool	We understand the aspiration for open source tool, however need to know the architecture, technology stack and protocols to identify the best fit / suitability	All technical details about the application would be provided after vendor empanelment.
21	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	Observation Points	It is requested for the observing point to be a part of the test tool set up. Observation point, if it sits outside of the test tool and brings performance view from the end user perspective, then it would be recommended to have the load generators from the cloud. Please confirm.	Vendor is free to propose best solution / approach and demonstrate expertise in the field of Performance Evaluation.
22	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	We understand that there would be encryption at the request and response level; for performance testing would it be feasible to share the encryption logic (or) disable the same. There would be a 20-25% overhead for encryption on response time and / or resource consumption	All technical details about the application would be provided after vendor empanelment.
23	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	Test Environment	Would test data be provided by NPCI for both testing as well as volume test data in database?	Yes
24	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	Key Metrics : Type of data used	Can you please elaborate this metric as to what is to be reported?	All technical details about the application would be provided after vendor empanelment.
25	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	There are expectations documented for the test environment, what is the scale of environment w.r.t production which would be provided for this exercise?	Comparable
26	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	It is assumed that test environment would be provided by NPCI; kindly confirm.	Yes
27	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	Would access to logs be provided to collect performance statistics?	Yes
28	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	Is development of this new payments application in-house or there is a development partner?	Question not relevant

29	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	13	3.1	General	Participation of development partner for fixes and application tuning is required to be done in a timely manner to meet the deadlines; please confirm participation.		Agreed
30	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	14	3.1	Workloads	Concurrency / TPS to be achieved is not documented	Please share approximate Transactions per second to be achieved or approximate number of concurrent users to be tested for the application.	All technical details about the application would be provided after vendor empanelment.
31	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	17	5.7	The Bidder is required to deposit Rs. 5,00,000/- (Rupees Ten Lakhs only) in the form of a Online Transfer/ Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.	Requesting to waive off the EMD for MSME Registered Vendors participating on the bid		NPCI is not Govt organization and hence no exception on EMD
32	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	18	5.12	The bidder shall prepare two copies (one hard copy marked as ORIGINAL and <u>one soft copy</u> ) of the <u>Technical Bid only</u> . In case of any discrepancy between them, the original shall govern.	Considering the current Covid- 19 situation, request to kindly consider only soft copy submission for all the three Envelopes with all documents in pdf format		Pls refer corrigendum-1
33	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	18	5.14	Envelope bidding process- Envelope C.	We understand that Envelope C will be applicable later for the empaneled vendors only and currently bidders needs to submit only Envelope A & Envelope B		Bidder shall submit Envelope A-Eligibility and Envelope B-Technical bid <b>"Please refer corrigendum2"</b>
34	RFP for Empanelment of vendors for New Payments Application Performance Evaluation			General	Kindly share the number of resources required for the execution of the project		This is not T&M request
35	RFP for Empanelment of vendors for New Payments Application Performance Evaluation			General	Please specify the project duration		Question not relevant
36	RFP for Empanelment of vendors for New Payments Application Performance Evaluation			General	Will the resources deployed be local hire (Chennai/Hyderabad) or Mumbai hire		Hyderabad
37	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	43	Annexure G	Format Power of Attorney	Considering the current Covid- 19 situation, executing the Power of Attorney in given format will not be possible. Kindly confirm if the Board Resolution of the Authorized Signatory will be acceptable		Yes
38	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	25	8.1	In case the solutions are not provided within 14 weeks from the date of Notification of Award of Contract or Purchase Order, penalty would be imposed at a rate of Rs. 10,000/- for every week of delay, subject to a maximum penalty of Rs. 50,000/-. If solutions are not provided even after six months from the date of receipt of the Purchase Order, the Notification of Award of Contract or Purchase Order is liable to be cancelled at the option of NPCI	The Penalties shall be applicable if the Delay is directly and solely attributable to the Bidder only. The clause needs to be amended accordingly.	We propose to reduce the amounts of Penalty as below; In case the solutions are not provided within 14 weeks from the date of Notification of Award of Contract or Purchase Order, penalty would be imposed at a rate of Rs. 2000/- for every week of delay, subject to a maximum penalty of Rs. 10,000/-. If solutions are not provided even after six months from the date of receipt of the Purchase Order, the Notification of Award of Contract or Purchase Order is liable to be cancelled at the option of NPCI. However, these penalties and the liability shall be applicable only if such Delay is directly and solely attributable to the Bidder.	No Change
39	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	25	8.9	Incentivizing the Service Providers	Incentives are based on delivery of hardware. Is the expectation that the vendor would also bring in the load injectors. If yes, then can it be done over cloud?		Incentive based on services completed on stipulated time line
40	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	25	8.9	General	Duration of the engagement would be 6 weeks as documented here. Please confirm.		Tentative plan

41	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	28	8.20	In case of order cancellation, any payments made by NPCI to the Bidder for the particular service would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment	Does this clause mean Bidder will have to refund the entire amount received for the services provided? In that case, this is not acceptable to us. In case of any advance payment paid for the services not delivered can be refunded, however payment cannot be returned for services which have been rendered. Hence, we request you to revisit this clause and amend it accordingly.		No change in RFP, whereas this provision is only applicable where order cancellation is due to a serious default or delay in delivery. Therefore, it is a fair ask to get refund of the deficient/delayed services. This refund requirement does not apply to cancellation for NPCI's convenience so vendor will not have to return the payment for services performed in conformity to the agreed terms.
42	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	28	8.22	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 favorable 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 terms to NPCI		We propose for mutual discussion of terms and conditions for new assignment after completion of this contract.	No Change in RFP
43	RFP for Empanelment of vendors for New Payments Application Performance Evaluation	29	8.23	Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure	Even if the Agreement is terminated due to a Force Majeure event, NPCI will still have the obligation to pay for the services which are rendered upto the date of termination of the Agreement.	We propose to amend this clause as follows; Except for payment obligations for Services already rendered, neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.	"Except for payment obligations for Services already rendered (that are not deficient or delayed and are generally in conformity with the terms contained herein), neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure." Please refer <b>corrigendum2</b>
44	5.7	17	EMD	The Bidder is required to deposit Rs. 5,00,000/- (Rupees Ten Lakhs only) in the form of a Online Transfer.....etc	The word format specifies ten lakhs incorrectly. All other sections indicate five lakhs. Pls confirm.		Rs. 5 lacs only
45	3.1	14,25	Workloads Incentivizing the Service Providers Penalty for default in delivery Prices/Repeat Orders Payment Terms	Section 3.1	What is the Overall project duration		Question not relevant
46	8.9			A workload defines how the application is exercised. In any performance testing it is critical that the workload is representative of the actual production usage. For this evaluation, Application would be tested for actual products onboarded on it.	Type of Engagement model - Fixed or T&M		Fixed
47	8.10			Section 8.9 says "...deliverable earlier than stipulated delivery schedule(6 weeks)..."	Please confirm on the Scope of engagement :		Option 2
	8.11				1. Whether it is limited to deploy tool and handover to NPCI for execution and maintenance or		
	8.12				2. Vendor will be involved in all phases - deploy the tool , plan for performance testing , scripting ,execution and reporting , tool maintenance.		
48	8.13			Section 8.10 says : "... In case solutions are not provided within 14 weeks from the date of notification..."	If 2 is true above , please provide the scope of performance testing for the below :		All technical details about the application would be provided after vendor empanelment.
					No of applications under Performance test evaluation		All technical details about the application would be provided after vendor empanelment.
49				Section 8.11 Price shall remain fixed for a period of two (2) years from the date of Notification of award / 1st Purchase Order. 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.	No of use cases/scenario's		All technical details about the application would be provided after vendor empanelment.
50					Types of performance testing to be performed : Volume, Scalability, Stress, Endurance, Sanity, Failover, spike		All technical details about the application would be provided after vendor empanelment.
51				Section 8.12 NPCI reserves the right to place Purchase Orders with the selected bidder(s) for hiring of additional resources at the agreed unit rate for individual categories of purchase order during the period of 3 years from the date of receipt of 1st Purchase Order.	Workload model : Please provide inputs/NFRs to arrive at workload model. Also how many types of workload would be required for load simulation		All technical details about the application would be provided after vendor empanelment.
52					No of API to be loaded		All technical details about the application would be provided after vendor empanelment.
53					Is client side performance engineering ( rendering on the device or website ) in scope		All technical details about the application would be provided after vendor empanelment.
54					What is the frequency/cycles of performance testing to be done		All technical details about the application would be provided after vendor empanelment.
55							

56	8.8	25	Delivery Address	Solution shall be delivered at the following address Data Center – Chennai NPCI, C/o STT Global Centers India Pvt Ltd, Data Center – Hyderabad NPCI, - C/o Reliance Communications Ltd.,	Solution/Deployment/Execution should be delivered in which data centers -Chennai and Hyderabad -Only Chennai -Only Hyderabad		Only Hyderabad
57	8.18.g	27	Reverse Transition	The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this RFP.	Will reverse transition ( Training to NPCI on tool ) be an additional/separate services or to be included as part of this RFP in overall project timelines.		No Change in RFP
58	8.27	31	Intellectual Property Rights	All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder.	Please clarify what is considered as the proprietary items : 1. Whether it is pertaining to NPCI applications, design,code,various data 2. The tool designed and deployed by the vendor including open source components, custom configuration , wrapper code ,additional software modules integrated with open source, which we plan to provide as a additional value add.  If the vendor supplies the performance tool, it should remain the vendors' IP.		"NPCI shall have the Right of First Refusal in relation to any intellectual property developed by Bidder under this RFP. Bidder shall not have the right to commercially exploit such intellectual property created during the performance of the RFP until NPCI has been presented with the option to purchase such intellectual property and has categorically declined to purchase the same. Notwithstanding the foregoing, Bidder owns, and shall continue to own all intellectual property rights in software, tools and methodology developed by it outside the scope of the requirements specified in the the RFP."  However This clause does not take away any proprietary or IP rights of the vendor in any of vendor's background IP (i.e. any pre-existing tools, platforms, software codes etc.). Therefore, no change required in existing clause other than the added explanatory language provided above. - Please refer <b>corrigendum2</b>
59	5.19	19	Rejection of bid	The bid is liable to be rejected if the bid document: a) Does not bear signature of authorized person. b) Is received through Fax / E-mail. c) Is received after expiry of the due date and time stipulated for Bid submission. d) Is incomplete / incorrect. e) Does not include requisite documents. f) Is Conditional. g) Does not conform to the terms and conditions stipulated in this Request for Proposal.	It says bid will be rejected if - Is received through Fax / E-mail. As per section 5.14 , it says we can send through email . Please advice  "Request for Proposal for procurement of Digital Signature Solution". In light of the lock imposed due to the COVID-19 pandemic, bid submission will be through email. Envelope A : (Eligibility) & Envelope B (Technical): rohan.vaidya@npci.org.in prashant.awale@npci.org.in		Pls refer corrigendum-1
60	5.14	18	Envelope bidding process	The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.	Please confirm whether Envelope C indicates commercial bid. There is no indication of the format for the commercial bid. Please confirm when this is required to be submitted. Annexure M and N formats are not available in the RFP kindly confirm		Annexure C will obtain from empaneled bidder
61	7.3	22	Technical Scoring Matrix	RFP presentation	Whether it is part of document to be submitted as part of Envelope B in ppt format or it will be virtual presentation and can be sent later ?		Virtual Presentation
62	8.13	25	Payment Terms	Payment terms segregate the first (50%) and fifth (50%) performance report.	The RFP does not have any mention of the schedule of the performance testing itself, vendor involvement etc. Please provide more details on this.		These details would be provided after empanelment
63	Section 3 – Scope of Work	13	3.1	Test Environment	Is the test environment expected on Cloud or on Premise at NPCI?		Cloud
64	Section 3 – Scope of Work	13	3.1	Test Environment: Hardware Environment	Hardware Environment depends on the MAX number of concurrent users expected at anytime for any of the applications? Please mention expected max no of concurrent users?		All technical details about the application would be provided after vendor empanelment.

65	Section 3 – Scope of Work	12	3.1	Testing Tool: Observing client	To monitor server side hardware utilization metrics and Client side metrics, is NPCI open to deploy metric collecting agents on its App/Web/DB servers to gather the server side HARDWARE metrics?		Could be considered
66	Section 3 – Scope of Work	Generic	Generic		What are the OS environments usually NPCI applications/Services deployed?		All technical details about the application would be provided after vendor empanelment.
67	Section 3 – Scope of Work	Generic	Generic		What type of App/Web/DB servers usually NPCI applications/Services deployed?		All technical details about the application would be provided after vendor empanelment.
68	Section 3 – Scope of Work	Generic	Generic		What is the development code usually NPCI applications/Services developed in? Such as Java, .Net .etc.		All technical details about the application would be provided after vendor empanelment.
69	Section 7 - Bid Evaluation	page 22	7.3	Technical Scoring Matrix Proposed Solution Part – C 2 Bidder credentials, Experience and past performance on similar contracts.	Should the past experience be related to testing for Performance? Kindly confirm  Also request the experience to be extended to Global Testing experience		No Change
70	Section 7 - Bid Evaluation	Page 22	7.3	Technical Scoring Matrix RFP Presentation Part – D Delivery of similar engagement with BFSI and backend support	Is this related to maintenance of application for performance?		This is parameter of technical evaluation. Similar engagements means performance evaluation of enterprise systems
71	Annexure B- Bid Offer Form (without price)	Page 37		While submitting this bid, we certify that: 1. Prices have been quoted in INR	Since this is Bid offer without price, this clause mentioned in description becomes irrelevant please clarify		Price would be quoted in INR only after empanelment
72	Contents of the 3 Envelopes Envelope A - Eligibility Bid	Page 18	5.15	#10 OEM/Manufacturer Authorization Letter – Annexure I	Since the component is preferred to be an open source / non-commercial, is the OEM Authorization required in this case? Kindly confirm		This is service to be rendered by bidders hence bidder shall provide self declaration
73	Contents of the 3 Envelopes Envelope B - Technical Bid	Page 19	5.12	#3. Masked Price Bid(Annexure M, N)  Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected	These two sentences are contradictory. Also the annexure M, N are not present in the RFP. Kindly clarify		Annexure M & N is part of Annexure C which will obtain from empaneled bidder
74	Section 7 - Bid Evaluation	Page 22	7.3	Technical Scoring Matrix Presentation Part – B OEM Evaluation Matrix 1. Customer BFSI reference in India Size of the deployment in terms of infrastructure	This being open source tool, kindly confirm if we need to provide this? Also, as a SI we will extend the support by providing reference from our end for BFSI engagements		This is service to be rendered by bidders hence bidder shall provide self declaration
75	Section 7 - Bid Evaluation	Page 22	7.3	Technical Scoring Matrix Presentation Part – B OEM Evaluation Matrix 2. Local support center in India to provide onsite support if required	Being open source, is it really required to provide local support center in India by the tool manufacturer?		This is one of criteria for technical evaluation
76	Section 5 - Instruction to Bidders B. Preparation of Bid	Page 17	5.7	Earnest Money Deposit (EMD) The Bidder is required to deposit Rs. 5,00,000/-	Since no commercial is to be quoted at this point, do we need the EMD at this point. Kindly clarify		No Change
77	Generic	Page 3	-	Generic	Hardware will be provided by NPCI at their location, please confirm		yes
78	Section 8 - Terms and Conditions	Page 24	8.2	<b>Term of order</b> The term of the Notification of Award/Purchase Order shall be for a period of two (2) years wherein the price of the deliverables as specified in the RFP would be at a fixed rate	Kindly confirm if this is applicable to this RFP as we are supposed to recommend a non-commercial / open source tool  How and where will we quote the effort for installation if applicable?		2 years are empaneled period and during empanelment NPCI will take the proposal as per SOW
79	Section 8 - Terms and Conditions	Page 24	8.6	Key Deliverable New Payments Application Performance Evaluation 1 AU 1AU	Kindly confirm what 1AU stands for.		Pls read AU as Nos
80	Section 8 - Terms and Conditions	Page 25	8.8	Delivery Address Solution shall be delivered at the following address	kindly confirm if the performance evaluation component should be delivered at both locations or any one of the mentioned location?		Only Hyderabad
81	Section 8 - Terms and Conditions	Page 25	8.9	Incentivizing the Service Providers	As this is an open source tool and has no price considerations attached, please confirm how is this section applicable?		Please refer RFP clause, this is applicable for services

82	Section 8 - Terms and Conditions	Page 25	8.11	Prices Price shall remain fixed for a period of two (2) years from the date of Notification of award / 1st Purchase Order	Since as part of this RFP we are not suppose to submit any commercials can you please clarify the price which you are referring in this clause	Price after empanelment of vendor
83	Section 8 - Terms and Conditions	Page 25	8.13	Payment Terms	Please confirm how is this applicable as we are supposed to recommend a non commercial tool	This is service to be provided by bidders
84	Section 1	Page 9	7	Last date and time for Bid Submission	Looking at the current situation request you to please extend the Bid submission time line by at least 2 weeks	Pls refer corrigendum-1
85	Penalty for default in delivery	25	8.1	In case the solutions are not provided within 14 weeks from the date of Notification of Award of Contract or Purchase Order, penalty would be imposed at a rate of Rs. 10,000/- for every week of delay, subject to a maximum penalty of Rs. 50,000/-. If solutions are not provided even after six months from the date of receipt of the Purchase Order, the Notification of Award of Contract or Purchase Order is liable to be cancelled at the option of NPCI.	We request to provide a grace period of atleast 30 days before imposing penalty on Bidder.	No Change
86	Indemnity	26	8.15	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 from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.	We request to seek indemnification for Bidder incase of i. Gross negligence, acts or omission, willful misconduct, fraudulent activities by the NPCI ii. any product or IP provided by NPCI infringes third party IPR or NPCI or its representative makes any modification in the Deliverable provided by Bidder which results into third party claim. iii. The Deliverables should be used by NPCI for the stated purpose only. We also request you to kindly add the below highlighted sentence in the last para of this clause. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim. NPCI shall not make any prejudicial admission about the claim without written confirmation from the Bidder.	NPCI shall indemnify the Bidder only for direct losses and damages actually suffered or incurred by the Bidder that have arisen or resulted from gross negligence or fraud by NPCI or any infringement of third party IPR by NPCI provided such infringement can be solely and directly attributable to the actions of NPCI and does not result from Bidder's authorized use of any third party IP / product or vendor's use of such product / IP in combination/conjunction with another third party components / products.  Further, for the requested rider for vendor indemnity obligations of clause 8.15  "Bidder shall indemnify NPCI, provided NPCI makes all reasonable endeavors to promptly notify the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim. NPCI shall not make any prejudicial admission about the claim without written confirmation from the Bidder (which shall not be unreasonably withheld or delayed)." <b>Please refer corrigendum2</b>
87	Warranties	27	8.18(f)	All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.	This is to be noted that Bidder can assign or transfer only those warranties which is permissible by law. We request to modify this clause as stated herein "If the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI, if permissible by law."	Requested modification is acceptable. In clause 8.18 (f): "all the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI, if permissible by law"

88	Termination of Purchase Order/Contract	28	8.21	For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	We request NPCI to terminate the contract in case there is a material breach by the Bidder and the breach is not rectified within 30 days even after receiving such notice from NPCI. For such non-performance, we suggest NPCI to levy a reasonable penalty instead of terminating the Agreement.		<p>clause 8.21 "NPCI reserves its right to terminate the contract in the event of Bidder's default or non-compliance with the terms hereof, if said default is not cured within thirty (30) days from receipt of notice of default by the Bidder."</p> <p>This is not acceptable. This clause pertains to repeated issues with the vendor's performance and raises concerns about the efficacy of the entire arrangement. NPCI would like to retain the right to terminate in case of more than 3 instances of default in a calendar year. Practically speaking, this is an option available to NPCI and not mandatory, so this can be assessed on the basis of the circumstances involved in the default and NPCI may choose to not terminate the arrangement in its sole discretion. However, we would need to retain the right to do so, should we think it is necessary. We have however, added a cure period of 30 days for one time defaults as shown in the proposed language above. <b>Please refer corrigendum2</b></p>
89	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Submission of Bid</b>	3, 18	5.15	RFP document duly sealed and signed	Is Digitally signed document acceptable to NPCI?		Yes
90	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	12	3.1	Testing Tool	Do you expect bidders to provide hardware or just the BoM/sizing for the hardware to run the application		Infra would be provisioned by NPCI
91	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	12	3.1	Business Process	It is assumed, the tool should support both ISO and JSON/XML message format. Please confirm and specify if any other format needs to be supported or not.. If the answer to above question is yes, then please confirm if both the formats are needed from day 1.		Both needed
92	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	12	3.1	Business Process	Please confirm how the tool is expected to connect with the payment application (socket, API) and whether it needs to be synchronous or asynchronous.		You can propose. Synchronous.
93	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Test Environment	Do you want an in-premise / cloud-hosted / cloud ready solution ?		Cloud hosted / Cloud ready
94	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Resource Utilization	"Resource Utilization Resource Utilization of each of the machines hosting various components of the Application should be reported. This should have all the standard parameters of hardware utilization.". -- This would require the test tool to hook into application servers and other application resources. Will NPCI allow that ?		Could be considered
95	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Test tools and framework	Is NPCI interested in only the Tool or the associated performance testing service ?		Both
96	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Transaction Latency	It is understood, the simulation is needed for banks on either side (Issuing and acquiring). However, please confirm if any network latency needs to be considered in the process. If yes, we are assuming the acceptable network latency will be provided for configuring the simulator. Please confirm		Yes
97	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Test Environment	It is assumed, sample test messages (for the application including fault load) will be provided by NPCI. The tool will engineer using the sample message to generate the workload. Please confirm.		Yes



98	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Transaction Throughput	It is assumed, the timeout period for the payment applications (from Bank application perspective) will be provided for proper configuration of the test tool. Please confirm.		Yes
99	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Test Environment	To recreate the production like environment, it is assumed NPCI will provide the hardware (as per specification for test tool) in NPCI data center. Please confirm.		Infra would be provisioned by NPCI
100	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13	3.1	Resource Utilization	It is assumed, the payment application will have an load balancer interface in production. Messages from number of banks will reach the application through the load balancer. Please confirm if similar arrangement will be made in test environment. If not, please specify the expectation in details.		All technical details about the application would be provided after vendor empanelment.
101	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Scope of Work</b>	13,14	3.1	Work loads and Fault Loads	Will transactions database will be provided by NPCI ?		Propose open source DB
102	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Eligibility Criteria</b>	15	4.1	Eligibility Criteria	Bidder requesting waiver on following point marked in <b>bold</b> .  The bidder should have reported minimum annual turnover of Rs. 5 Crores as per audited financial statements in each of the last three financial years (i.e. 2016-2017, 2017-2018 and 2018-2019) and <b>should have reported 5% profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years (years shall be changed according to date of release of RFP).</b>	Bidder is requesting for an exemption from the eligibility criteria of 5% PAT in the last 2 out of three financial years, as non-fulfilment of it does not impact our ability to successfully deliver projects under this RFP. We are a financially stable, cash rich and a BSE/NSE listed company with a turnover of 66 crores , 67 crores and 71 crores in the last 3 financial years(2017-18, 2018-19, 2019-20) . Our organizational transformation as a platform, product and services company for the electronic payments industry has impacted our profits as we have consciously invested in developing products such as RTPS (Real Time Payment System), BillAbhi (The Bill Payment Solution) and IntelliEdge ( Analytics and Risk Assessment) beside floating a subsidiary to promote our digital platform services – PayAbbhi.	NO change
103	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Submission of Bid</b>	18	5.15	Contents of the 3 Envelopes	In Section 5.14 there is a mention of 3 envelopes but in this section the contents of Envelope A and B are provided. There is no mention if Envelope C referred to in previous section		Envelope C will be obtained from the empaneled bidders
104	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Submission of Bid</b>	19	5.15	Masked Price Bid(Annexure M, N)	The annexure M and N referred to in this documents are not provided. Is there any other document		Annexure M &N is part of Annexure C which will obtain from empaneled bidder
105	RFP Document (Reference No: NPCI/RFP/2020-21/IT/09 dated 02.07.2020) - <b>Submission of Bid</b>	23	7.5	Successful Evaluated bidder	Commercial Bid submission would only be applicable once a vendor passes the Technical evaluation round and is empanelled. Commercial Bid would be for each requirement		Understanding is correct