

Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support , RFP No.: NPCI/RFP/2021-22/IT/07 dated 30th August 2021

(REPLIES TO CONSOLIDATED LIST OF PRE-BID QUERIES)

Sr. No.	Document Reference No.	Page No.	Clause No.	Description in RFP	Clarification sought	Additional remarks (if any)	NPCI Response
1	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	14	8	Bidder Experience: The bidder should be OEM (solution provider) for UPI & IMPS mandatorily and at least one of the two products mentioned below for BFSI organizations. a. Cards b. AePS The bidder should have implemented at least one contract for support in last 5 years in BFSI organizations and should have deployed minimum 5 resources in BFSI organization in the given reference of the RFP Scope of Work	The Scope of This RFP is Deployment of Onsite Manpower and this particular clause is for bidders experience in a very specific area - OEM (solution provider) for UPI & IMPS mandatorily. This particular clause will restrict participation. Therefore we request to amend this clause as under: The bidder should have implemented at least one contract for support in last 5 years in BFSI organizations and should have deployed minimum 5 resources in BFSI organization in the given reference of the RFP Scope of Work	NA	No Change in the RFP
2	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3	Note: The above activities are indicative in nature. NPCI reserves the right to change such activities from time to time. The bidder would arrange to train the resources on NPCI products before deployment & NPCI would further train them on support activities to be performed on site.	Resources will be having basic skills sets required in Scope document . We assume that NPCI would train the deployed resources as per their specific requirement. Please confirm?	NA	Bidder should provide preliminary training on specifications of online products before deployment at NPCI site. In addition to this, NPCI would provide onsite training.
3	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	22	7	Technical Scoring Matrix:Bidder Credentials Part - B 1.Technical support Experience & size of deployment 2. Technical knowhow on online products of NPCI (NFS, RuPay, AePS,IMPS,UPI,BHIM, BEPG)	Please suggest what type of document to be enclosed for technical scroing on mentioned Clause; Bidder Credentials Part- B (Point No. 01 and Point No. 02)	NA	Documents showing technical support and product experience sans commercials
4	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	24	8.6	The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase Order (exclusive of taxes) ("PBG Value"), valid for 3 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Performance Bank Guarantee (PBG), as per statutory provisions in force. In case the successful bidder is not in a position to submit the PBG for any reason, the successful bidder shall submit a Demand Draft drawn in favour of NPCI for an amount equivalent to the PBG Value or electronically transfer an amount equivalent to the PBG Value for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.	We request to reduce the PBG amount to 3% of the Order/Estimated Bid value as per the govt. ordinance. Reference - Memorandum of Govt. No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division From Deputy Secretary to the Govt. of India. Also This would reduce the overall financial cost of the bids.	NA	National Payments Corporation of India (NPCI) is neither a Government Company nor it is any Department of Government of India. As such the extant provisions would not apply to NPCI.
5	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	13	4.1	The bidder should have reported minimum annual turnover of Rs. 3 Crores as per audited financial statements in each of the last three financial years (i.e. 2017-2018, 2018-2019 and 2019-2020) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e. 2017- 2018, 2018-2019 and 2019-2020).	We would request you to please consider turnover of FY 2020-21 in last three FY's. We will be able to provide you audited balance sheet for the same.	-	No change in the RFP
6	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	14	4.1	The bidder should have implemented at least one contract for application support in last 5 years in BFSI organizations.	Vendor is a recognized by Department for Promotion of Industry and Internal Trade as The Startup working in IT Services Industry and BPO sector on 13.10.2020. Further As per the GOI notification for DIIP recognized Startup companies prior experience of company and turnover is relaxed under public procurment policy. We would request you to please consider relaxing this eligibility clause of this RFP for Startup companies like us.	We have enclosed GOI Circular dated 27.07.2017	National Payments Corporation of India (NPCI) is neither a Government Company nor it is any Department of Government of India. As such the extant provisions would not apply to NPCI.
7	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	14	4.1	The bidder should be OEM (solution provider) for UPI & IMPS mandatorily and at least one of the two products mentioned below for BFSI organizations. a. Cards b. AePS The bidder should have implemented at least one contract for support in last 5 years in BFSI organizations and should have deployed minimum 5 resources in BFSI organization in the given reference of the RFP Scope of Work.	vendor is a recognized by Department for Promotion of Industry and Internal Trade as The Startup working in IT Services Industry and BPO sector on 13.10.2020. Further As per the GOI notification for DIIP recognized Startup companies prior experience of company and turnover is relaxed under public procurment policy. We would request you to please consider relaxing this eligibility clause of this RFP for Startup companies like us.	We have enclosed GOI Circular dated 27.07.2017	National Payments Corporation of India (NPCI) is neither a Government Company nor it is any Department of Government of India. As such the extant provisions would not apply to NPCI.
8	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	15	5.7	The Bidder is required to deposit Rs.5,00,000/- (Rupees Five lakhs only) in the form of electronic fund transfer 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.	We would request you to please exempt the EMD submission for Micro & Small Enterprises. As per GOI notification EMD submisison is exempted for Micro & Small Enterprises.	We have enclosed GOI Circular dated 25.07.2017	National Payments Corporation of India (NPCI) is neither a Government Company nor it is any Department of Government of India. As such the extant provisions would not apply to NPCI.
9	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	24	8.6	The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase Order (exclusive of taxes) ("PBG Value"), valid for 3 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Performance Bank Guarantee (PBG), as per statutory provisions in force. In case the successful bidder is not in a position to submit the PBG for any reason, the successful bidder shall submit a Demand Draft drawn in favour of NPCI for an amount equivalent to the PBG Value or electronically transfer an amount equivalent to the PBG Value for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.	As per the new notification of Ministry of Finance (MoF) the performance security deposit for tenders has been revised to 3% till 31.12.2021. We would request you to consider the same for this RFP too.	We have enclosed GOI Circular NO. F.9/4/2020-PPD dated 12.11.2020	National Payments Corporation of India (NPCI) is neither a Government Company nor it is any Department of Government of India. As such the extant provisions would not apply to NPCI.
10	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	8	Section 1 - Bid Schedule and Address	Address for Sale of Bidding Document and Place of Bid Submission - Electronic bid response submission is acceptable to the following email address: Envelope/Folder A (Eligibility) & Envelope/Folder B (Technical): rohan.vaidya@npci.org.in shashank.bane@npci.org.in Nsailesh.Kumar@npci.org.in Envelope/Folder C: Commercial bid should be password protected. The password to Commercial bid needs to be shared only upon notification of technical qualification.	As per our understanding Commercial bid should be sent to rohan.vaidya@npci.org.in shashank.bane@npci.org.in Nsailesh.Kumar@npci.org.in along with technical and eligibility bid. Please confirm.		Yes, This clause is self-explanatory.

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11	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	17	C. Submission of Bid	The Bid shall be prepared in 3 different Envelope/Folders, Envelope/Folder A, Envelope/Folder B and Envelope/Folder C. "Request for Proposal for supply, installation, commissioning and maintenance of Network Firewall". Bid submission will be through email.	Kindly amend the clause as mentioned below: The Bid shall be prepared in 3 different Envelope/Folders, Envelope/Folder A, Envelope/Folder B and Envelope/Folder C. "Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support". Bid submission will be through email.		Refer Corrigendum - 1
12	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	18	5.19	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. h) If revised BOM is not shared within 3 days' post technical presentation (with commercials to IT procurement and BOM without commercials to business user team)	Kindly amend the clause as mentioned below: The bid is liable to be rejected if the bid document: a) Does not bear signature of authorized person. b) Is received after expiry of the due date and time stipulated for Bid submission. c) Is incomplete / incorrect. d) Does not include requisite documents. e) Is Conditional. f) Does not conform to the terms and conditions stipulated in this Request for Proposal. g) If revised BOM is not shared within 3 days' post technical presentation (with commercials to IT procurement and BOM without commercials to business user team)		Refer Corrigendum - 1
13	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	17	5.15	The following documents as per the sequence listed shall be inserted inside Envelope/Folder A: 1 Bid Earnest Money in the form of Demand Draft OR Bid Earnest Money in the form of Bank Guarantee – format provided in Annexure A2 2 Proof of Remittance of Bid Cost (Rs. 17,700/-) 3 Proof of Remittance of EMD (Rs.5,00,000/-) 4 Bid Offer form (without price) – Annexure B 5 Bidder Information – Annexure C 6 Declaration of Clean Track Record by Bidder – Annexure D 7 Declaration of Clean Track Record by OEM – Annexure D 8 Declaration of Acceptance of Terms and Conditions – Annexure E 9 Declaration of Acceptance of Scope of Work – Annexure F 10 Power of Attorney for signing of bid – Annexure G 11 Eligibility Criteria Matrix – Annexure H 12 Self-declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder becomes eligible for commercial evaluation as per this RFP. 13 Self-declaration stating that bidder there shall be no continuing statutory default as on date of submitting the response to the tender along with extract of auditors' report. 14 Three years audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts 15 Audited standalone financials for 2017-18, 2018-19 & 2019-20. 16 RFP document duly sealed and signed 17 All necessary supporting documents as per Annexures	Kindly amend the clause as mentioned below: The following documents as per the sequence listed shall be inserted inside Envelope/Folder A: 1 Annexure A1 - Bidder's Letter for EMD 2 Proof of Remittance of Bid Cost (Rs. 17,700/-) 3 Proof of Remittance of EMD (Rs.5,00,000/-) 4 Bid Offer form (without price) – Annexure B 5 Bidder Information – Annexure C 6 Declaration of Clean Track Record by Bidder – Annexure D 7 Declaration of Clean Track Record by OEM – Annexure D 8 Declaration of Acceptance of Terms and Conditions – Annexure E 9 Declaration of Acceptance of Scope of Work – Annexure F 10 Power of Attorney for signing of bid – Annexure G 11 Eligibility Criteria Matrix – Annexure H 12 Self-declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder becomes eligible for commercial evaluation as per this RFP. 13 Self-declaration stating that bidder there shall be no continuing statutory default as on date of submitting the response to the tender along with extract of auditors' report. 14 Three years audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts 15 Audited standalone financials for 2017-18, 2018-19 & 2019-20. 16 RFP document duly sealed and signed 17 All necessary supporting documents as per Annexures	-	No change in the RFP
14	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	48	Annexure K - Technical Compliance	The bidder is required to provide exhaustive list of the hardware, software, etc. to implement the project.	1. Annexure K has technical compliance related points which needs to be signed and stamped on bidder's letterhead. Hence the exhaustive list of the hardware, software shall not be part of annexure K. Please confirm. 2. In case, exhaustive list of the hardware, software needs to be provided as an annexure K, kindly provide detail functional scope of the required solutions, along with related user and transaction details	-	Hardware/software list is not required.
15	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	47	4.1	The bidder should be OEM (solution provider) for UPI & IMPS mandatorily and at least one of the two products mentioned below for BFSI organizations. a. Cards b. AePS The bidder should have implemented at least one contract for support in last 5 years in BFSI organizations and should have deployed minimum 5 resources in BFSI organization in the given reference of the RFP Scope of Work.	Please share scope with respect to: a. Cards b. AePS		Clause is self explanatory.
16	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Real-time Health Monitoring of Application and integrated components	We understand that the scope is limited to the monitoring of the application. Monitoring of OS, DB and Middleware is not part of the scope, please confirm.		It would be monitoring of application & related components as available in monitoring tool.
17	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Transaction Declines monitoring (NPCI, Banks).	We understand that NPCI is going to provide the monitoring tool for the monitoring of the applications, please confirm.		Yes
18	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Logs Analysis/Incident Tracking	We understand that NPCI is going to provide the incident tracking tool for the incident management, please confirm.		Yes
19	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Logs Analysis/Incident Tracking	We understand that the SOP and escalation matrix will be provided to the L1 support to manage the queries and incidents, please confirm.		Yes
20	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Application Support (based on direction from NPCI)	We understand that the training/SOP will be provided to the L1 support for the configuration changes, Bank on boarding activities and SOD/EOD, please confirm.		Yes.

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21	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Maintenance Activities.	We understand the training period is considered under billing, please confirm.		Yes, This will be applicable for on site NPCI training .
22	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	The bidder would arrange to train the resources on NPCI products	We understand that the products in scope are NFS, Rupay, AePS, IMPS, UPI, BHIM and BEPG, please confirm.		Products can be extended across contract period.
23	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	The bidder would arrange to train the resources on NPCI products	Please provide the bifurcation of resource across the applications.	-	This will NPCI descretion based on volume of tickets.
24	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Resources would be deployed as per requirement of NPCI in any shift	Please provide the count of resources in each shift, and number of shifts per day	-	There will be 3 shifts per day. This will NPCI descretion based on volume of tickets.
25	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Resources would be deployed as per requirement of NPCI in any shift	The total resource count 20, is the count inclusive of spare/backup resources to manage the week off and holidays, please clarify		Every resource shall be allowed a weekly off, leaves and festival holidays as per Shops and Establishment of the respective states.
26	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	26	8.11	The successful bidder shall commence the services within 6 to 8 weeks from the date of receipt of the Purchase Order and replacement resources should be provided within 15 days.	We request to change the period to 12 to 16 weeks considering the recruitment, training and BGV process for the resources.		Refer Corrigendum - 1
27	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	26	8.11	The successful bidder shall commence the services within 6 to 8 weeks from the date of receipt of the Purchase Order and replacement resources should be provided within 15 days.	Please clarify the point "replacement resources should be provided within 15 days"		Refer Corrigendum - 1
28	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	27	8.15	Background Verification	Kindly provide the list of documents that to be submitted to NPCI as part of Background Verification		Service Provider shall ensure to carry out Police Verification, Address Verification, E-Court Check, Previous Employment Check, Educational background verification of the manpower/resources as shall be provided by Servicer Provider to NPCI. Service Provider shall at all times ensure that no manpower/resources of any criminal background etc. is been provided to NPCI. Service Provider do hereby indemnify and shall keep NPCI indemnified from any such act/actions.
29	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	27	8.15	Background Verification	Whether NPCI will allow the resource to perform the duties prior to the completion of the background verification on the base of an undertaking.		Background Verification report to be submitted on or before 45 days from date of deployment to NPCI.
30	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	33	8.36	NPCI shall provide seats	We understand that as part of the facilities the required workstation (desktop) will be provided by NPCI, please confirm.		Yes
31	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	48	10	The bidder should have dedicated resource for servicing requirements of NPCI at locations and management support at bidder location in case resource not able to resolve the issue	Please clarify, whether a dedicated site in charge to be deployed at NPCI location to manage the team		No
32	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	49		The bidder is required to provide exhaustive list of the hardware, software, etc. to implement the project.	We need clarification on this point	-	Hardware/software list is not required.
33	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	49		General Query	Whether NPCI will be able to share the volumetric information around number of tickets/incidents experienced in their environment currently	-	No
34	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	49		General Query	What is the handoff model between this L1 team and NPCI's L2 team? For how long is an incident/ticket to be triaged/troubleshoot by L1 team before escalating to L2 team?	-	NPCI will guid the resources on such activities.
35	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	49		General Query	We propose to have a periodic evaluation of the team size depending upon the volumes and incidents to revise the team size and to be allowed to add more resources basis of the evaluation.	-	NPCI will evaluate resource bandwidth utilization & will decide upon further increase in number of resources.

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36	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	NPCI required 20 nos. of application L1 level resources for onsite support	The resource count of 20 shall be from Month1 onwards at steady state basis or will it start from lower headcount and ramp up gradually month over month?		Refer Corrigendum - 1
37	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	25	8.8	Invoice/debit note/credit note needs to be issued within 30 days from the date of provision of Deliverables or completion of Services.	Invoicing shall be done monthly in arrears. Please confirm.		Please refer clause no.8.18 - Payment terms, page no.27
38	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	NPCI required 20 nos. of application L1 level resources for onsite support.	The HW, SW, connectivity etc. for the resources to perform the duties shall be provided by NPCI. Please confirm.		Yes
39	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	27	8.17	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.	Request NPCI to provide the selected bidder the required lead time to onboard additional resources requirements.		Refer Corrigendum - 1
40	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	-	-	General Query	Request NPCI to provide the response for the clarification queries at the earliest . Also request NPCI to provide minimum 10 days(from the date of receiving the pre-bid response) for submitting the proposal.		Refer Corrigendum - 1
41	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	11	3.1	Scope of Agreement -The above activities are indicative in nature. NPCI reserves the right to change such activities from time to time. The bidder would arrange to train the resources on NPCI products before deployment & NPCI would further train them on support activities to be performed on site.	Bidder request NPCI to provide exhaustive list of activities to define the scope of work. Bidder also requests on the training duration (i.e.) training on NPCI products before deployment. Please confirm the list of products.	-	The list of the products already covered into RFP document. For other points refer above mentioned responses.
42	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	24	8.2	Term of the Order The term of the PO shall be for a period of 3 years from the date of issuance commencement of service as accepted by NPCI. NPCI reserves the right to engage services initially for the period of one year and can be further extended by yearly basis based on satisfactory performance.	Bidder requests for 3 years PO. Else, to provide 90 days prior notice if NPCI chooses not to renew or issue the annual PO.	-	Refer Clause no.8.27 effect of termination
43	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	27	8.19	Confidentiality: Definition of Confidential Information. "Confidential Information" means information and data, of whatever nature, in whatever medium, whether now or hereafter developed, owned or acquired by NPCI or its Affiliates ("Disclosing Party") that the Disclosing Party designates in writing as being confidential and discloses, whether directly or indirectly through a designee, to successful bidder ("Receiving Party")	Bidder request NPCL to make the confidentiality clause mutual .	-	No Change in the RFP
44	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	28	8.2	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 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.	Bidder proposes to include the following mutual clause -"Notwithstanding anything to the contrary contained in this Agreement or the respective PO, neither FSS nor NPCI shall under any circumstances whatsoever be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, loss of goodwill, loss of profits, loss of business)". Bidder request NPCI to add the following: "In cases of claims relating to IP infringement to be notified within 10 days of receiving the notice of claim from third party."	-	No Change in the RFP
45	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	28	8.21	Bidder's Liability The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, 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. The Bidder's liability in case of claims against NPCI resulting from wilful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Bidder proposes to add the following clause in the bidder's liability clause-"In no event will Bidder's aggregate liability to NPCI under the Agreement exceed the fees paid by NPCI to Bidder to the respective invoice raised during the particular calendar month in which the claim arose under the Agreement". Bidder request the bank to make it mutual whereby bidder is indemnified for the losses on account of confidentiality, breach of contract by the NPCI.	-	No Change in the RFP
46	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	28&29	8.23	Exit option and contract re-negotiation -d.The reverse transition services to be provided by the Bidder shall include the following: 1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices. 2.Bidder shall provide adequate documentation thereof. 3. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time.	Bidder requests to include in point 3 as follows- "The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time as may be mutually agreed upon by both parties. " Bidder also requests to define the term "Devices". g. The rates for availing services during reverse transition period would be as mutually agreed upon by both parties for the respective services as contained and provided in this RFP.	-	No Change in the RFP

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Sr. No.	Document Reference No.	Page No.	Clause No.	Description in RFP	Clarification sought	Additional remarks (if any)	NPCI Response
47	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	30	8.25	<p>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;</p> <p>i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>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 bidder conceals or suppresses material information.</p> <p>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. 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.</p>	Bidder requests NPCI to cap the liability in case of direct loss if incurred by NPCI as a result of Order cancellation.	-	No Change in the RFP
48	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	30	8.26	<p>Termination of Purchase Order/Contract For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.</p> <p>For Insolvency: NPCI at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.</p> <p>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).</p>	Bidder requests the following: 1. Termination for default be made mutual and on identical terms along with a cure period to cure defaults that are curable in nature. 2. Termination for convenience- In case of termination under convenience, bidder requests to provide a early termination fee payable to the bidder. 3. Termination for insolvency and convenience be made mutual and on identical terms with a notice period of at least 30 days(in case of insolvency) and 90days(in case of convenience).	-	No Change in the RFP
49	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	32	8.25	NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to request Bidder for prompt replacement within 15 days of the Purchase Order.	Bidder agrees for prompt replacement in case of misconduct or breach of policies. Bidder requests that the personnel shall be put on 2 weeks performance improvement plan prior to going ahead with the replacement request. NPCI's Replacement request shall be for valid and documented reasons		No Change in the RFP; as NPCI will make proper assesment before taking any decision
50	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	-	-	Clarification on Draft Agreement	Bidder seeks clarification on whether the bid document and the terms and conditions mentioned in the bid document are to be construed as agreement or a separate agreement be entered by both parties post award of contract (if so please share the draft contract).	-	No Change in the RFP
51	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	-	-	Additional Clause	Bidder request NPCI to share the PO template since the terms and conditions of the contract mentions PO as binding.		Will be provide to the L1 bidder. However, the terms and conditions mentioned in the RFP would be remain same
52	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	-	-	Additional Clause	Bidder proposes the addition of a new clause- " In the event of any conflict in terms and conditions between the PO and the Agreement, then the terms of the Agreement shall prevail".	-	No Change in the RFP
53	Request for Proposal for Engaging Agency for L1 Resources for 24X7 Application support	32	8.25	NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to request Bidder for prompt replacement within 15 days of the Purchase Order.	Bidder agrees for prompt replacement in case of misconduct or breach of policies. Bidder requests that the personnel shall be put on 2 weeks performance improvement plan prior to going ahead with the replacement request. NPCI's Replacement request shall be for valid and documented reasons		No Change in the RFP; as NPCI will make proper assesment before taking any decision