

Response to the pre bid queries raised for the RFP for SLA based Managed IT services for 3 years. RFP Reference No: NPCI/RFP/2024-2025/IT/05 dated 19 th July 2024						
Sr No	Document Reference	RFP Page No	Clause No	Description in RFP	Clarification Sought	Comments by NPCI User and Procurement Function on Technical & general Queries
1	RFP	12	3.1.1 NPCI private Cloud, SRE Chaos Engineering & DC Infra:	DevOps, Kubernetes (K8) terraform, Ansible, CI/CD, OpenStack (Nova, Ceilometer, and Neutron etc.,) network components, Load balancers, virtual firewall, Edge routers.	Please provide instance wise details for Kubernetes (Master & server nodes), network components, LBs, Virtual firewalls and edge routers.	Kubernetes cluster Inventory details will be shared after NDA sign-off.
2	RFP	12	3.1.1 NPCI private Cloud, SRE Chaos Engineering & DC Infra:	Bare metal and Commvault backup and archival	1. Please provide details of backup technology 2. Details of backup methodology (D2T or D2D) 3. Please provide the details of backup devices 4. Please provide the details of backup size in TBs.	Commvault Solution will used for backup & archive with D2D and other inventory details will be shared after NDA sign-off.
3	RFP	12	3.1.1 NPCI private Cloud, SRE Chaos Engineering & DC Infra:	DC physical Server's & Private cloud summary:	Please provide the detailed inventory for the same, with details like VM hosts (count & technology), VM OS (instances wise), Physical server (make & model details) If possible, please provide detail segregation of DC/DR/Non-production details of VM instances.	Inventory count, make & moved already mentioned in RFP and other DC/DR/Non-production architecture details will be shared after NDA sign-off.
4	RFP	12	3.1.2 Network Infra:		Please provide inventory details with location, make & model of devices.	OEM Details already mentioned in RFP and Inventory details will be shared after NDA sign-off.
5	RFP	14	3.1.4 Scope of Managed IT Services:	2. Asset commissioning and de-commissioning in case of location shifting. Infra expansion activities for existing applications on the same/ new infrastructure including horizontal scaling.	Please suggest, if these can be categorised at change request with commercial implication, as such project work can hamper the BAU activities and SLAs.	Bidder to do coordination work & documentation
6	RFP	15	3.1.4 Scope of Managed IT Services:	Below tables gives minimum no. of resources as per NPCI. Hyderabad Chennai (Siruseri) Chennai (STT)	RFP scope of work covers multiple technologies. However resource table gives breakup only for L1, L2 & L3 resources. Please provide the breakup of resource requirement - technology or domain wise.	Refer Sill Sets for technology or domain wise details.
7	RFP	15	3.1.5 Estimated number of resources:	Below tables gives minimum no. of resources as per NPCI. Hyderabad Chennai (Siruseri) Chennai (STT)	Can bidder propose hybrid operations using it's own platform for ITSM, monitoring and reporting by leveraging remote operations model. With more resources deployed in remote and hands & feet team at datacenter premises.	No
8	RFP	15	3.1.5 Estimated number of resources:	L2 & L3 resources shall be strictly on the payroll of bidder. Not more than 50% L1 resources shall be on third party payroll, however the overall SLA ownership shall remain with the bidder.	Please suggest, if bidder can provide these SLA based services by leveraging bidder's partner payrolls (for all L1 and L2 resources) Please suggest if the above is acceptable to NPCI.	No Change
9	RFP	13	3.1.3 Tooling:	Currently, above infra is monitored using BMC tool and the details are given below:	We assume that existing tools are managed by NPCI/NPCI vendor. Please confirm if this understanding is correct.	Tool Administration is with NPCI and Tool operation included in SLA managed services.

10	Indemnity	30	8.18	<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 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. The 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.</p>	<p>We submit that we shall indemnify the bank against third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from the bank by reasons of any act or omission attributable to us or our agents or employees in the performance of the contractual obligation.</p>	No Change
11	Bidder's Liability	30	8.19	<p>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 willful 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.</p>	<p>Request to have confidentiality obligations within the cap and include exclusion of indirect damages (or in the alternative, a separate cap). We suggest the following instead: HPE suggests the following: "NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, IN ANY EVENT, REGARDLESS OF THE FORM OF CLAIM, BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, AND LOSS OF INCOME OR PROFITS, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES; OR (2) DAMAGES RELATING TO ANY CLAIM THAT ACCRUED MORE THAN TWO (2) YEARS BEFORE THE INSTITUTION OF ADVERSARIAL PROCEEDINGS THEREON. The maximum liability, REGARDLESS OF THE FORM OF CLAIM, shall be limited to 100% of contract value except in case of fraud and/or wilful negligence. HPE shall not</p>	No Change

					be liable for consequential losses on account of production revenue or profit. "	
12	Right to Audit	28	8.8	<p>NPCI and the local / home country regulator reserves the right to conduct audit/inspection/assessment/review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/ assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavor to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the successful bidder within the timelines prescribed by NPCI upon mutual discussion with successful bidder.</p>	<p>We submit that: Auditors shall NOT be given access to: 1. any information not related to the Services; 2. Bidder locations/premises (or portions thereof) that are not related to the Services; or 3. Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. internal Bidder audit reports, or any summaries thereof; or 5. Bidder's proprietary information, sensitive information or environments shared with multiple customers are excluded (without agreed, reasonable protocols). Bidder requires Independent Monitors to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder; 3. pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. A third party auditor/inspector shall: 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent.</p>	No Change
13	Termination of Purchase Order / Contract	32	8.24	<p>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</p>	<p>Request to make termination for convenience mutual - to both parties. Request also to provide a cure period to correct the delay or serious discrepancy. Further request to include payments for all deliverables delivered and accepted up to effective date of termination. Moreover, to include Bidder right to terminate</p>	No Change

				<p>terminated and the date upon which such termination becomes effective. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination. 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. 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>	<p>in case of non-payments (for 3 consecutive quarters)</p>	
14	Effect of Termination	32	8.25	<p>The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. 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. NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder. NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force</p>	<p>Request you to delete - "However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder."</p>	<p>No Change in the clause. Adequate provision for payment of services rendered during such period is produced in this clause also in clause no 8.21.f</p>

				on or after such termination. · Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.		
15	Order Cancellation	32	8.23	NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone; i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or, ii. Serious discrepancy in the quality of service expected. 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. 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.	Request to provide a cure period to correct the delay or serious discrepancy. Further request to delete the interest levied on such order cancellation. In addition, request risk purchase to be capped to 10% of the undelivered or delayed deliverables. Moreover, all compensation for direct losses to be linked to liability cap.	No Change Pls refer clause no 8.24 3rd Para
16	Service Level Requirements (SLA) & SLA Penalty Annexure M - SLA & SLA Penalty	60, 29	8.13	The Service/ deliverables agreed by the bidder will be reviewed after the end of every quarter and in case if the bidder fails to fulfil deliverables, NPCI reserves the right to terminate the Purchase Order and forfeit any or all the Performance Bank guarantees submitted to NPCI. The successful bidder has to provide the all the reports at the end of every quarter with all the details of the Services engaged. For detailed SLA & SLA Penalty please refer Annexure - M.	We submit that penalties should be imposed for the delayed deliverables and shall be capped at a maximum of 5% of the delayed or undelivered deliverables.	SLA Penalty will be capped at 10% of the PO value. Refer corrigendum-4 for revised clause.
17	Penalty for default in Delivery	29	8.12	If Bidder does not provide the deliverables listed in Clause # "Key Deliverables" as per the delivery schedule agreed under this Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to impose a penalty as given below: · Non-Delivery of above-mentioned Deliverables:	We submit that penalties should be imposed for the delayed deliverables and shall be capped at a maximum of 5% of the delayed or undelivered deliverables.	No Change As these are critical services having impact on NPCI operations

				penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder. · In case the delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order. · Without any prejudice to NPCI's other rights under the Purchase Order and any applicable law(s), NPCI may recover the delay penalty amount, if any, accruing to NPCI, from any amount payable to bidder, under the Purchase Order		
18	Confidentiality	30	8.17	Annexure Z - NDA absent in the RFP	Please provide the NDA (Annexure Z) to be reviewed	Separate NDA is not required. Refer corrigendum-4 for revised clause.
19	Force majeure	33	8.26	Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an event of Force Majeure, the said notice to contain details of the circumstances giving rise to the event of Force Majeure. If the event of Force Majeure continues for more than twenty (20) days, either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party.	Request for payments for deliverables to be made up to effective date of force majeure event.	It will follow t& c's as mentioned in the termination clause
20	Subcontracting	Absent	Absent	Absent in the RFP	Request to confirm if subcontracting is permitted under this RFP and if any, please specify any restrictions	Please refer clause no 3.1.5 page no 15 where we have defined allowed % of subcontractors resources. Bidder has to follow the same
21	Compliance with Laws	34	8.28	The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply	Request you to please list out all the applicable laws and rules, other than IT Act and labour laws, that need to be complied with by Bidder.	No Change Bidder being the subject matter expert should be aware of all the applicable laws & regulations in their line of business. Bidder has to comply all such laws & regulations.

				with the above and all other statutory obligations arising there from.		
22	Cyber-incident reporting	35	8.36	Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher	Request to delete this penalty or restrict it to INR 50,000.	No Change
23	Performance Bank Guarantee	27	8.4	The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) as per format mentioned in Annexure 3, equal to 10% of total value of the Purchase order (exclusive of taxes), valid for term of the order, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder. PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and in case of deficiency of the services provided by successful bidder.	Request relaxation of this clause -PBG to be provided/renewed on a yearly basis	Bidder can submit PBG yearly basis. Clarification- For Example: 2nd year PBG should be submitted prior to expiry of 1st year PBG. If bidder fails to comply this, then equivalent amount will be withheld from the payments till PBG is submitted. Refer corrigendum-4 for revised clause.
24	RFP Document	30	8.19	Bidder's liability	We propose to add new clause: NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, OR LOSS OF DATA, OR INTERFERENCE WITH BUSINESS, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.	No Change
25	RFP Document	32	8.24	Termination for Non-performance	We propose to add new clause: Bidder if in case the NPCI has materially breached any terms and conditions of the the contract, shall inform NPCI of the same through a notice in writing	No Change

					giving thirty (30) days' time for remedying the breach. The bidder may terminate the contract, if such breach is not remedied during such thirty (30) day period.	
26	RFP Document	29,60	8.12, Annex. M	SLA & SLA Penalty	1) The response time & resolution time to be responded by operations. Penalty proposed at Rs. 10000 per violation 2) The response time & resolution time to be responded by operations. Penalty proposed at Rs. 10000 per violation 3)The response time & resolution time to be responded by operations. Penalty proposed at Rs. 7500 per violation 4)The response time & resolution time to be responded by operations. Penalty proposed at Rs. 5000 per violation 5) Penalty should be restricted to supplies not delivered on time & not on the entire order	No Change in SLA & SLA Penalty
27	RFP Document	16	3.1.5 Skill Sets	Minimum requirements include a bachelor's degree in any stream.	We request NPCI to modify clause as below:- Minimum requirements include Diploma/ bachelor's degree in any stream. For all three types of resources	No Change in Qualification.
28	RFP Document	20	5.9	Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time.	Price Validity should be maximum 90 days from the price discovery date	No Change
29	RFP Document	25	7.3	Indicative Technical Scoring Matrix	Request NPCI to confirm Scores as it is not mentioned against each part	Technical scoring matrix is NPCI's prerogative. A indicative list of paramateres has been shared in the RFP for bidder's information.
30	RFP Document	29	8.1	Bidder to commence the work within 2 weeks from the issuance of PO date.	Bidder to commence the work within 6 to 8 weeks from the issuance of PO date.	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
31	RFP Document	29	8.1	The service period will be 1 year from the date of work Commencement.	Request NPCI to clarify as project is for the period of 3 Years	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
32	RFP Document	28	8.6	The successful bidder invoices/debit note/credit note should be received by NPCI within 2 weeks from the date of issue of invoice.	The successful bidder invoices/debit note/credit note should be received by NPCI within 8 weeks from the date of issue of invoice.	No Change The referred clause is talking about submission of invoices withing 2 weeks of invoice date
33	RFP Document	58	Annexure - N	Tools and Licenses (other than one mentioned in RFP clause no 3.1.3)	As per the scope of managed it services in clause 3.1.4, it is mentioned only the details of the resource. Is it expected to change the existing BMC tool which is mentioend in the clause 3.1.3 Is there any tool expected to be supplied along	No Change in existing BMC tool. Existing Tool operation,Optimization included in SLA managed services.

					with the resource, if yes, please share us the required details and specifications	
34	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	For Openstack, request to provide the list of all deployed services	Openstack deployed service details will be shared after NDA sign-off.
35	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	For open stack , pl provide split as per environment - Prod/ Non Prod/DR etc. Also would like to know the no of Ceph storage nodes and the Ceph Storage Size per Env (TB)	Openstack environmen defined as Silver & Platinum and other details will be shared after NDA sign-off.
36	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl share the Version of the Canonical Ubuntu OpenStack Platform running?	Ubuntu 22.04, 24.04 and it may upgrade based on requirments.
37	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	What is the Monitoring tool/solution configured presently for the Openstack and K8s environment?	Sense OpenSource monitoring tool
38	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	What is the logging tool deployed for the Openstack and Kubernetes environment?	Sense OpenSource monitoring tool
39	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Please provide compute nodes scaling roadmap to accommodate the workload growth?	Capacity management is included in SLA Managed servcies.
40	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Is there any Volume reference or projection of service tickets that would be managed for the Cloud platforms	Incident management is included in SLA Managed servcies.
41	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl provide the number of kubernetes clusters . What is the K8s version running?	Details are provided after NDA sign-off
42	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl provide info on the number of Worker nodes in K8s	Details are provided after NDA sign-off
43	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	What is the release management/ Sprint cycle followed by NPCI?	Need additional information
44	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl mention the CI CD tools stack used.	GIT Lab tool used for CI CD.
45	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	what is the cluster management & security solution being used. Eg. Red Hat Cluster Security	Need additional information
46	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Is Prometheus and Grafana deployed for monitoring & dashboard? Any other tools deployed?	Sense Platform with Prometheus and Grafana tools
47	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl share the No of Storage controllers Site wise and the total usable Storage Volume to be managed per site?	Details are provided after NDA sign-off
48	Section 3 - Scope of Work	12	3.1.1	NPCI private Cloud, SRE Chaos Engineering & DC Infra. Server's & Private cloud summary	Pl provide details of the backup enviroment for the Cloud Platform for all 3 sites	Details are provided after NDA sign-off
49	Section 3 - Scope of Work	12, 13	3.1.2	Network Infrastructure	For the Link service providers, NPCI will have SLA contracts and all link related failures, co-ordination with servcie providers will be done centrally by the proposed Network team.	Details are provided after NDA sign-off
50	Section 3 - Scope of Work	12, 13	3.1.2 Network Infra:	Network Infrastructure	For Member bank end devices to be managed, if any site level Hands and feet support is required, will it be provided by the member	SLA engineer at respective location need to travel if any support required at member banks end.

					bank or service provider, since the network team is based out of the DC sites centrally. If any sites require priority support (major banks), request NPCI to highlight the same and the locations where on call support may be required to be provided. PI provision accordingly in the commercial format.	
51	Section 3 - Scope of Work	13	3.1.3	Tooling	Assumed that all the tools are deployed and operational.	Yes, Existing Tool is operational, Enhancement & Optimization included in SLA managed services
52	Section 3 - Scope of Work	13	3.1.3	Tooling	Assumed that the tools management is not part of scope. Partner will make use of the deployed tool for providing services.	Tool Management is part of Scope.
53	Section 3 - Scope of Work	13	3.1.3	Tooling	Assumed that any recommendation for changes, tweaking of monitoring thresholds recommended by partner will be executed by the NPCI BMC tools support team. NPCI will ensure that the changes recommended (if any) are followed through with NPCI internal teams.	Yes, Existing Tool is operational , Enhancement & Optimization included in SLA managed services
54	Section 3 - Scope of Work	13	3.1.3	Tooling	Tools applicable for the managed infrastructure only will be used . Eg. Patch mgmt of desktops/laptops etc excluded	Yes
55	Section 3 - Scope of Work	13	3.1.3	Tooling	NPCI to ensure that the SLA proposed to be reported as per RFP is configured in the tool and all the SLA report is directly drawn from the tool	Existing Tool is operational, Enhancement & Optimization included in SLA managed services and SLA metric can be modified accordingly
56	Section 3 - Scope of Work	13	3.1.3	Tooling	Bidder proposes to make use of the deployed tools for monitoring and management. What are the additional tools and the functionality required as per RFP?	Need additional information
57	Section 3 - Scope of Work	14	3.1.4	Asset Commissioning & decommissioning	PI elaborate the scope of activities to be performed under the same.	Complete Asset Life cycle included in SLA Managed Service
58	Section 3 - Scope of Work	14	3.1.4	Asset Commissioning & decommissioning	Assumed that Hardware and Software asset Life Cycle management is retained scope of NPCI. PI clarify	Complete Asset Life cycle included in SLA Managed Service
59	Section 3 - Scope of Work	14	3.1.4	Vendor SLA and Uptime Management	The understanding here is to co-ordinate with the Network service providers for maintaining uptime. Any delay from Service provider end will be escalated to NPCI.	Refer in RFP Page no 12 and other details are provided after NDA sign-off
60	Section 3 - Scope of Work	14	3.1.4	Vendor SLA and Uptime Management	Does NPCI expect the Vendor SLAs to be reviewed and tracked? If Yes, how many vendors and how many SLAs per vendor need to be managed?	Refer Vendor details in RFP page no 12 and other detail are provided after NDA sign-off
61	Section 3 - Scope of Work	14	3.1.4	Vendor SLA and Uptime Management	Are the Vendor SLAs configured in the BMC remedy?	Existing Tool is operational, Enhancement & Optimization included in SLA managed services and SLA metric can be modified accordingly

62	Section 3 - Scope of Work	14	3.1.4	Vendor SLA and Uptime Management	Assumed that canonical enterprise support is available 24 x 7 for the openstack & Kubernetes environment.and similarly for other OEMs	Enterprise support is on call basis not 24 x 7.
63	Section 3 - Scope of Work	14	3.1.4	Infra expansion activities for existing applications on the same/ new infrastructure including horizontal scaling.	Pl confirm that this refers to augmentation of existing application , post handover from NPCI Build team.	Capacity management is included in SLA Managed servcie. Included in new requirement, existing application and also handover from Build.
64	Section 3 - Scope of Work	14	3.1.4	Scope of Managed IT Services:	Pl clarify that if there if a new architecture change required for the existing applciations, the same will be taken up as a separate build project.	New architecture change required for the existing applciations is included in SLA Managed servcie
65	Section 3 - Scope of Work	15	3.1.5	However, bidder(s) is (are) required to estimate the number of resources including category of resources (L1, L2, L3) required to deliver SLA based managed IT services with 24x7x365 (3 shifts) DC operations at Hyderabad and Chennai.	L3 support or Lead SRE role is required from Governance and depending on the critical services. Pl advise on the same.	L3 role is 24x7x365 support for Architectural, Optimization, handling P1,P2 incidents etc.,
66	Section 3 - Scope of Work	15	3.1.5	Estimated number of resources:	Whether The 4 shifts (3shifts + Generalshift) per day as per the schedule is required to be maintained on all days of the week (Mon- Sun). Or on weekend / off days, general shift is not mandatory? Pl advise, this query is asked to accommodate the count of resources within the mentioned count of RFP.	All days
67	Section 3 - Scope of Work	15	3.1.5	Estimated number of resources:L1, L2, L3	Can we propose changes to the L1, L2, L3 count as required to provide SLA based managed services ?	Need additional information
68	Section 3 - Scope of Work	15	3.1.5	Estimated number of resources: PMO	Due to multiple active active DCs and spread of resources & operations to be managed with SLA, we propose to have DC Operations manager for each site apart from the PM- 1no asked in the RFP. This is very much recommended to manage 24 x 7 multisite operations.	Need additional information
69	Section 3 - Scope of Work	16	SRE Skillset L2	L2 Skills - 4 - 8 years of experience- Resiliency Engineering, Automation, Observability & Chaos Testing while also engraining a proactive Chaos Culture that thinks reliability first design, Chaos tool (Harness, Litmus, Gremlin, Chaos monkey, and Chaos Blade).	Skill set is very broad, and we need to have a educational roadmap for the L2 support to match the skill set requirements and for the support for each shift.	No change mention requirment
70	Section 3 - Scope of Work	16	Infra Skill Set L2	Bare Metal, VMware, DevOps, Kubernetes (K8) terraform, Ansible and OpenStack (Nova, Ceilometer, and Neutron etc.), OS, backup and archival and compliance in production	Experience level professionals with broad experience across multiple Skillsets. Opportunities to be provided to the support teams to cross-train and develop a broader skill set, for support. Presently we will plan resource breakup as per combinational skills available in the market.	ok

71	Section 3 - Scope of Work	16	Infra Skill Set L3	Includes Bare Metal, VMware and OpenStack, database, backup and archival and compliance in production	As DB management is not in scope, L3 skills on any DB is not to be proposed, pl confirm. Also for 24 x 7 support. L3 team may be augmented for skill support adequately across all technologies including PVT Cloud (VMWare & Openstack), OS, Storage and Back up.	Database excluded.
72	Section 3 - Scope of Work	16	Network L2 Skill Set	Perform troubleshooting analysis of LAN/WAN/ISDN/firewall/VPN/SDWAN/SDN (ACI) issues. VMware and OpenStack (Nova, Ceilometer, and Neutron etc.,) network	Experience level professionals with broad experience across multiple levels. Opportunities to be provided to the support teams to cross-train and develop a broader skill set, for support.	ok
73	Section 7: Indicative Technical Scoring matrix	25	7.3	Proposed Solution Part - C	Pl suggest if this is the part of the Technical bid submission or the RFP presentation. What are the report samples expected to be provided.	Both
74	Section 8: Delivery Schedule	28	8.1	Bidder to commence the work within 2 weeks from the issuance of PO date.	Does this suggest commencement of deployment of resources from week 2 onwards or all 119 resources to be deployed within 2 weeks? Pl clarify. Resource selection and onboarding will take 10-12 weeks of time period.	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
75	Section 8.10	29	8.1	Bidder to commence the work within 2 weeks from the issuance of PO date.	There is no provision for Knowledge acquisition/Knowledge transition on current environment. This should be included in the Delivery Schedule. There needs to be a separate head in the Commercial Bid.	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
76	Section 8: Penalty for default in delivery	29	8.12	<ul style="list-style-type: none"> Non-Delivery of above-mentioned Deliverables: penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder. 	Request relaxation in this clause as deliverables within 2 weeks timeline is very stringent and hence probability of penalty is very high. Pl reconsider.	No Change As these are critical services having impact on NPCI operations, however delivery timeline will be discussed
77	Section 8: Service Level Requirements (SLA) & SLA Penalty	29	8.13	Service Level Requirements (SLA) & SLA Penalty	<p>Since penalty is event/ incident based, recommend to define the maximum cap for the clause to be payable by bidder. Also, pl reconsider penalty imposition for S4 category.</p> <p>The SLA table also need to mention the % Target for each SLA beyond which the penalty will be applicable. Based on criticality and volumes, the target could be defined.</p>	No Change in SLA & SLA Penalty
78	Section 8: Exit option and contract re-negotiation	30	8.21	The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices	It is expected that for reverse transition, skilled resources are available as per the technology to be handed over. Technology related trainings is not proposed to be provided during reverse transition. Pl confirm	No Change

79	Section 8: Exit option and contract re-negotiation	30	8.21	a) 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. iii. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time	For Such extended period if beyond 3 years , NPCI will issue a PO for the full team to be operational till such transition is complete as mutually agreed.	Reverse transition clause is for the RFP term. Beyond 3 years, extension will be disussed and mutually agreed
80	Section 8: Exit option and contract re-negotiation	30	8.21	a) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected bidders as would be required	It is expected that NPCI will provide suitable extension to the contract before contract expiry to maintain continuity of services.	Please refer clause no 8.21.f
81	Section 8: Cyber Incident reporting	35	8.36	The Service Provider agrees that any failure to comply with the above-mentioned obligation will constitute a material breach of the PO and NPCI will have the right in its sole discretion to terminate the PO immediately and without any liability. 1.5 Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher.	Since Bidder is not performing security event monitoring as part of scope of work deliverables, this clause is not applicable directly. However in the course of troubleshooting system issues and managing the devices, any suspicious or access related issues are noticed, partner will report to the security focal of NPCI promptly, however this would not be liable for a penalty to partner. Pl reconsider the penalty applicability for the RFP managed scope which is not Cyber incident monitoring & management.	No Change
82	Section 9	37	Scope of Work - L1, L2 resources	BCP management.	Pl elaborate the BCP management scope for L1 and L2 engineer.	No Change Background info shared during meeting
83		12	Scope of Work - L3 Support Scope	<ul style="list-style-type: none"> Responsible for Service request management, Incident Management, Change Management and problem resolution for all critical incidents. Be the focal point while leading a Major incident up to & including interacting with Sr. IT Leadership as needed to help expedite incident resolution. Provide support and participate in the CAB and change control process. Provide appropriate inputs to the Problem management process, RCA preparation. Drive timely resolution of service requests, incidents and periodically communicate status. Assist in integrating processes into Service management tools (BMC ITSM). Identify and recommend improvements to existing processes. Notify, escalate, and communicate to senior management on status of critical service requests, major incidents and changes as necessary 	The Mentioned process related skills are attributed to Service Management. Considering the Criticality of the servcies and the need to continuously monitor and track Incident, Problem and Change , we recommend deployment of Service Management Positions for Incident & Problem Mgmt and Change Management . The Service management team will maintain the IPC Controls, Handle Major Incidents 24 x 7 and work with the technical team, vendors, applciation team to monitor track and facilitate resolution of Major incidents. The L3 resources are multiple technology skill resources who can contribute and be involved for Technical competence and resolution while the process, notification , updatation to stakeholders and documentation can be handled by the Service Management process ownersThe team will also champion the improvements to the existing process and work towards integrating the same into service	A dedicate project manager is included in SLA managed service.

					management tools by enabling inputs to the NPCI BMC management team. Bidder Suggests a 4 member team for managing the same. Pl consider.	
84	Section 9	40	SRE Skillset L2	Scope of Work - Supervise a team of SREs, ensuring that production applications which team supports are stable, reliable, and well documented.	This requires Lead SRE (L3) role for supervising the team of SREs, Pl consider SRE in L3 category for enabling this.	No change in scope of work
85	Section 9	40	SRE Skillset L2	Own end to end availability and performance of mission critical service.	* What and how many mission critical services? We assume this refers to application services (including front end , backend services) * What are the dependencies between these services * What monitoring and observability tools are in place for application services.	All business application are mission critical application, Sense is Monitoring and observability tool and other Details are provided after NDA sign-off
86	Section 9	40	SRE Skillset L2	Analyze system architectures to identify single points of failure and other areas that may present a resiliency deficiency.	This requires Lead SRE (L3) role for analysing system architectures, Pl consider SRE in L3 category for enabling this. We propose an initial Resiliency Architecture assessment for the multiple critical services which the team is sposed to manage. Can this be quoted separately in commercial, pl suggest.	No change in scope of work
87	Section 9	40	SRE Skillset L2	Develop software to automate chaos and resiliency test cases that simulate failures in a system that performs financial data processing.	This requires Lead SRE (L3) role for developing software and perform chaos tests, Pl consider SRE in L3 category for enabling this. What is the tool deployed by NPCI for Chaos engg?	No change in scope of work, tools details will be provided after NDA sign-off
88	Section 9	40	SRE Skillset L2	Establish a process to define a hypothesis around a steady-state and to simulate real-world events.	This requires Lead SRE (L3) role for developing use cases for chaos tests, Pl consider SRE in L3 category for enabling this.	No change in scope of work
89	Section 9	40	SRE Skillset L2	Deep understanding of SRE concepts like SLAs, SLOs, SLIs, and error budgets.	*Could you specify your current SLAs, SLOs, and SLIs for mission critical services? How do you define and measure these indicators?	Current SLAs, SLOs, and SLIs will be provided after NDA sign-off
90	Section 9	40	SRE Skillset L2	Site Reliability Engineer to join our Technology team and will be working as part of a cross-functional product team to create elegant solutions to highly complex and intricate business challenges.	Since SRE is a cross functional team with cloud skills, it is assumed that they will also be leveraged during critical S1, S2 Infra issues. What is the allowable % of time SRE towards incident resolution / problem management for Cloud and Network? Pl consider SRE in L3 category to enable this requirement as well.	No change in SLA & SLA Penalty and Scope of work
91	Section 9	40	Network Engineers	Network Engineer job description	Split of JD as per L1, L2 and L3 is not provided. Request to provide the same	Split of skill set are mentioned in RFP page no 16
92	Section 9	40	Network Engineers	Network Engineer qualification	In section 3, all engineers are asked with minimum qualification of being graduate in any stream, however this section the qualification is mentioned to be diploma or degree	Refer RFP page no 15 ,(bachelor's degree in any stream)

					engineering graduate. Pl confirm the requirement.	
93	Annexure M - SLA & SLA Penalty	61	SLA Table	A critical function or network outage causing high impact on service(s) and no alternative or bypass is available. A potential high impact or degradation of service of Critical Function and no acceptable alternative or bypass is available. Critical is defined as: Production Network infrastructure, Server, or OS where the outage causes a critical impact on service delivery which are configured for HA using physical redundancy within the same location.	How is the SRE team currently integrated into the incident response process, particularly for major incidents like critical function or network outages?	Clarification provided in pre-bid meeting
94	Annexure M - SLA & SLA Penalty	61	SLA Table	S1, S2, S3, S4	The Table is recommended to have % Targets defined for each severity . Pl suggest the same. Alternately, partner can propose in line with industry standards	No change in SLA & SLA Penalty
95		27	8.2	The term of the Purchase Order ("PO") shall be for a period of One (1) year from the date of execution of this Purchase Order ("Term") during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this Purchase Order	Bidder request clarity if PO will be issued every year and on subsequent year variation in qty .What does this mean as we have quoted the fixed price and how will this be computed	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
96		27	8.5	If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice	Bidder Request the deletion of this clause	No Change
97		29	8.12	Non-Delivery of above-mentioned Deliverables: penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder	Bidder Request that penalty to capped to the undelivered portion rather than total PO value	No Change
98		30	8.16	Payment shall be released every quarterly in arrears within 30 days from the date of receipt of invoice along with submission of completion assessment report, duly verified by NPCI officials.	Bidder request that for Recurring Charges Billing to be on Qtrly Advance .For Tools and License it should be Yearly Advance. If the payment is not made within the due date then bidder has the right to suspend the services till the over due amount is paid and charge late payment fee @ 2% per month.	No Change. Any tool & licenses offered by bidder and if agreed by NPCI will form part of the Prices quoted for Managed services. Payment term will remain same as mention in this RFP.
99		60	Annexure M	SLA & SLA Penalty	Bidder request that there is no cap on SLA Penalty and it should be capped to 5% of the monthly charges	No change in SLA & SLA Penalty

100		29	8.15	NPCI reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services included in the Solution at the agreed unit rate for individual categories of purchase order during the term of the order (1 years) from the date of award / 1st Purchase Order	Bidder requests clarity as price quoted is lumpsum and there is no line item break up . How is this clause applicable	if NPCI take such call of onboarding multiple bidders then suitable mechanisms to do so will be discussed with bidders
101		31	8.21	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 NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration	Bidder request that the duration and price for the reverse transition needs to be mutually discussed and agreed as the price cannot be computed based on the current commercial	No Change
102		31	8.22	However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months' period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI	Bidder request that in case of any extension or repeat orders the terms and commercial needs to be discussed and agreed mutually.	No Change
103		32	8.23	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	Bidder request the deletion of this clause and in case of cancellation client to pay for the services rendered till the date of termination	No Change
104		32	8.24	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	Bidder request that for termination events as mentioned , Client to pay for all the services rendered upto the date of termination and also to pay for any prepaid expenses such tools and licenses that has been made by the bidder. Bidder also request that for Non performance the notice and cure period should	No Change

				<p>terminated and the date upon which such termination becomes effective. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination. 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. 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>	<p>also be provided and Either party can terminate for Non performance .Non Payment is also considered as non performance/material breach</p>	
105		32	8.35	<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 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. NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder. NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination</p>	<p>Bidder request for the below : 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. NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI up to the date of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder. NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination</p>	No Change
106	RFP	28	8.8	Audit	Such audits will only verify service levels. Bidder is not to share confidential, financial or proprietary data. Audits will be	No Change

					done once a year at reasonable hours and Bidder will be given 30 days notice	
107	RFP	30	8.18	Indmenities	Bidder requests that Bidder will indemify for any third-party claims that the Services provided infringe any copyright or patent.	No Change
108	RFP	30	8.24	Bidder's Liability	Bidder proposes the following changes to the clause: The successful bidder will be responsible for provision of all the Deliverables/services in accordance with the terms hereof. The successful bidder's aggregate liability in connection with obligations undertaken for all actual direct damages 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 limited to the amount of any actual direct damages incurred by NPCI up to the amounts paid for the 12 months preceding the claim for the Services that is the subject of the claim. These limitations apply collectively to the bidder, its affiliates, contractors, and suppliers. The successful bidder's liability arising out of claim resulting from infringement of patents, trademarks, and copyrights or other intellectual property rights, breach of confidentiality obligations resulting in misappropriation of confidential information, willful and gross misconduct, gross negligence or fraud on the part of the successful bidder, its employees, contractors and subcontractors resulting in damage to physical property, shall be subject to the cap prescribed above. Neither party shall be liable for any loss of profits, loss or damage to data, indirect, consequential and incidental damages and compensation, loss of revenue, loss of reputation, etc.	No Change
109	RFP	33	8.26	Force Majeure	Bidder requests that such obligations mentioned here be limited to 'non-monetary obligations'	No Change
110	RFP	31	8.21	Exit options and renegotiations (refer to clause in RFP)	Bidder proposes the following inclusion to the clause 8.2.1 (b) Bidder will be paid for such facilities/ services. Bidder will provide third party product warranties on a pass-through basis to Customer in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including	Refer 8.21.f which clarifies the rates and payment for such services. No Change

					warranties for merchantability and fitness for a particular purpose.	
111	RFP	34	8.29	<p>Legal Compliances (refer to clause in RFP)The successful bidder shall allow NPCI's regulatory authorities to verify books and registers in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI's regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible to the employees of the successful bidder in any event for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by any the successful bidder personnel for their dues outstanding against the successful bidder.</p>	<p>Bidder proposes the following changes to the clause: The successful bidder shall provide to allow NPCI's regulatory authorities a compliance certificate to verify books and registers in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI's regulatory authorities such documentary proof confirmation as may be necessary to confirm compliance in this regard. NPCI shall not be responsible to the employees of the successful bidder in any event for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by any the successful bidder personnel for their dues outstanding against the successful bidder. Bidder requests insertion of the following: NPCI is responsible for promptly obtaining and providing to Bidder all Required Consents necessary for Bidder to provide the Services described in this Statement of Work. A Required Consent means any consents or approvals required to give Bidder the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products NPCI uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. NPCI will indemnify, defend and hold Bidder, our majority-owned subsidiaries and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) directly arising from or in connection with any claims (including patent and copyright infringement) made against Bidder, alleged to have occurred as a result of NPCI's failure to provide any Required Consents to Bidder. Bidder will be relieved of the performance of any obligations that may be affected by NPCI's failure to promptly provide any Required Consents to Bidder</p>	No Change
112	RFP	32	8.34	<p>No Damage of NPCI PropertyBidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is</p>	<p>The bidder proposes the following changes:Bidder shall ensure that there is no loss or damage to the property of NPCI while</p>	No Change

				found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.	executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder, subject to Bidder's Liability (Clause 8.24)	
113	RFP	32	8.3	Intellectual Property Rights (refer to clause in RFP)	Bidder requests the following change: Any pre-existing IPR that belongs to Bidder will continue to belong to it. Pre-existing IPR includes modifications and enhancements to Services/ deliverables	No Change It is implied that any pre-existing IPR that belongs to Bidder will continue to belong to it
114	RFP	36	8.36	Cyber incident reporting: Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher	Bidder requests deletion of the below: Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher.	No Change
115	RFP	37	8.37	Data Protection	Bidder requests that this clause be made mutual, ie NPCI will also comply with applicable data protection laws	No Change, since bidder is providing managed services and has access to NPCI's data. NPCI will be sharing lot of confidential information for providing services.
116	New clause to be added	-	-	New Clause	"Client agrees that no Client personal data that is subject to European General Data Protection Regulations (GDPR) / Digital Personal Data Protection (Act 2023) requirements will be provided to Kyndryl under this transaction. In the event of a change, Client will notify Kyndryl in writing and Kyndryl's Data Processing Addendum (DPA) will apply and supplements the Agreement. Additionally, Kyndryl and Client will agree on a DPA Exhibit (as described in the DPA). The DPA Exhibit and, if applicable, a custom services DPA amendment will be added as an Appendix to this transaction."	Request rejected. The data which will be shared to bidder will be in connection to providing services as in scope of work, the bidder is required to protect such data.
117	New clause to be added	33	8.26	New clause	The Parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control, and it is not possible to foresee (or advisable to try and foresee) its duration, impact, or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is	refer 8.26 Force Majeure - Second Para - this covers epidemics.

					attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act reasonably to discuss the affected obligations, potential workarounds and related issues in good faith and will document any agreed changes to the agreement.	
118	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	28	8.8 Right to audit	“..... The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion.....”	Request to amend as below: "The frequency and scope of audit shall be determined by NPCI/home country regulator as per mutual agreement. "	No Change
119	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	29	8.12 Penalty for default in delivery	In case the delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order.	Could you please consider amending this clause as below as delays can occur due to multiple reasons. "In case due to deliberate and solely attributable reasons to the Bidder, delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order." Also request to add the below point: -Penalty should be imposed only for those delays as are solely attributable to the Bidder.	Ok to add "delays Solely attributable reasons to the Bidder" Refer corrigendum-4 for revised clause.
120	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	29	8.12 Penalty for default in delivery	Non-Delivery of above-mentioned Deliverables: penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder.	Request to impose the penalty for affected delayed portion only.	No Change. As these are critical services and affect the operations of NPCI.
121	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	29	8.13 Service Level Requirements (SLA) & SLA Penalty	The Service/ deliverables agreed by the bidder will be reviewed after the end of every quarter and in case if the bidder fails to fulfil deliverables, NPCI reserves the right to terminate the Purchase Order and forfeit any or all the Performance Bank guarantees submitted to NPCI. The successful bidder has to provide the all the reports at the end of every quarter with all the details of the Services engaged. For detailed SLA & SLA Penalty please refer Annexure - M.	Could you kindly consider modifying this clause. It currently does not allow for any flexibility, even for minor variations that may occur due to multiple reasons. It would be beneficial to specify that actions such as termination of the Purchase Order and forfeiture of the PBG can only take place if the Bidder has consistently and materially failed to fulfill the SLAs/deliverables.	Please refer Clause no 8.24 para 3 of Termination of Purchase Order/Contract
122	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	30	8.19 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	Could you kindly consider adding the following words in bold and underlined in the clause. Since the contract is for a duration of 3 years, it would be fair to establish the cap on liability based on the Annual value of the Contract or	No Change

				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 affected purchase order: "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 annual value of the contract/ affected purchase order."	
123	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	31	8.21 Exit option and contract re-negotiation	b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.	Request to add the below words in bold & underlined in the clause since addition of this part would help to ensure fairness and objectivity: b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations, so long as NPCI continues to make payment of undisputed amount for the services/Deliverables.	Ok to add -" NPCI will make payments for undisputed services received with supporting signoff from NPCI officials and on the same rates and terms and conditions" Refer corrigendum-4 for revised clause.
124	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	31	8.21 Exit option and contract re-negotiation	e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.	Request to add the below lines in the para since it is fair ask to protect the IPRs of the bidders/OEMs/Licensors: "Notwithstanding anything to the contrary contained in this Agreement, in no eventuality this Agreement intends to transfer the ownership rights in any of the Intellectual Property Rights of the Bidder or its OEMs or its Licensors and the NPCI shall have license to use the same as per the terms of this Agreement and standard licensing terms and conditions."	The clause does not ask to transfer ownership rights
125	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	31	8.21 Exit option and contract re-negotiation	g) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.	Request to add the below words in bold & underlined in the clause since Confidentiality Agreement shall be must to protect the IPR and confidential information of the Bidder/OEMs as the case may be:g) Subject to execution of the Confidentiality Agreement, the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.	The clause does not ask to transfer IPR rights
126	RFP Document Reference No:	31	8.21 Exit option and contract re-negotiation	h) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition	Please amend as below: . h) NPCI shall have the sole and absolute	Request rejected The reverse transition involves various

	NPCI/RFP/2024-2025/IT/05 dated 19.07.2024			mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.	discretion to decide whether proper reverse transition mechanism over a period of 1 month, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.	areas to be overtook by NPCI which will need sufficient time.
127	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	32	8.23 Order Cancellation	NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone; i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,	Request to add the below words in bold & underlined in the clause since bidder is entitled to be given an opportunity: i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product provided these delays are due to deliberate reasons attributable at the end of the Bidder despite 14 days notice served to the Bidder to rectify such delays.	Ok to add "delays Solely attributable reasons to the Bidder" Refer corrigendum-4 for revised clause.
128	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	32	8.23 Order Cancellation	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.	Could you please consider deleting this paragraph. Issues of this nature should only arise in the event of deliberate and material breach. Therefore, it would be advisable to remove this paragraph. In any case, the aggrieved party should retain the right to pursue legal remedies.	No change
129	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	32	8.24 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 becomes effective. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination.	Could you kindly review the possibility of removing this paragraph. It is worth noting that termination for convenience may result in loss and cost to the Bidder, as none of the OEMs/Licensors/Vendors are in agreement with this provision.	No change
130	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	32	8.24 Termination of Purchase Order/Contract	For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	It would be beneficial to make appropriate adjustments to this clause, as failures should be of a material nature rather than for trivial or minor issues.	This clause is very objective and tied to SLAs defined in the RFP. The failure to maintain the same will lead to the termination. Which is very clear and fair ask.
131	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	32	8.25 Effect of Termination	NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or	Could you kindly consider removing the words highlighted in red? This is because if termination is not due to reasons attributable to the Bidder, the Bidder should be entitled to compensation. However, if the payment/compensation for the work done is	No Change

				irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the Bidder.	solely at the discretion of the NPCI, it may introduce subjectivity into the process: "NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the Bidder."	
132	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	34	8.30 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. Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.	Request to add the below lines in the para since it is fair requirement to protect the rights of the Bidder/Licensors: "This Agreement does not contemplate transfer or vesting of any ownership, right or interest in the Intellectual Property Rights of the Bidder or its Licensors, except the right to use the same as per and subject to the terms of this Agreement and terms of the licensing agreement. "	No Change
133	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	30	8.16 Payment Terms:	Payment shall be released every quarterly in arrears within 30 days from the date of receipt of invoice along with submission of completion assessment report, duly verified by NPCI officials.	Please modify payment terms as monthly advance with 30 days credit.	No Change
134	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	27	8.2 Term of the Order :	The term of the Purchase Order (“PO”) shall be for a period of One (1) year from the date of execution of this Purchase Order (“Term”) during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this Purchase Order.	Terms of purchase order is only for 1st year. Please confirm if 2nd and 3rd year is at discretion of the customer?	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
135	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	23	5.27 Price discovery method	Bidder to submit their best price. NPCI reserves right to discover the lowest price through the Reverse Auction and/or may be deliberated through Price Discussion Committee if so opted by NPCI management.	Request to consider L1 bid and no reverse auction	No Change. NPCI reserves the right to explore price discovery mechanisms as mentioned in the RFP

136	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	29	8.9 Key Deliverables	Network: 24x7x365 monitor and manage network devices and links. Attend the member bank issues and internal issues by 24/7.	For Member bank issues - Is it only remote support & coordination or require field services as well. If Field support is needed then please share of all member banks location/address.	SLA engineer at respective location need to travel if any support required at member banks end.
137	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	14	3.1.5 Estimated number of resources	Estimated number of resources	If you can please share details over sizing methodology & calculation, which helped to derive the estimated number of resources, 1. Support coverage window(24X7 or 8X5) 2. Ticket volume per tower with break up of Incidents (severity/priority wise) , problem, major change, operational change, service request/routine change, manual monitoring, # of alerts to be monitored and converted into ticket manually, patch frequency & implementation methods, 3. Time for activities for handling of tickets, BCP DR frequency of drills & time required for preparation to execution, number of vendors, methods of engagements with vendors 4.Tools : tools configured, adopted & automation level for getting benefits of utilization & efficiency, health monitoring - daily, preventive and avg time taken 5. Information on current Change catalogue etc.	Support: 24*7*365 days. Incidents: S1,S2,S3,S4 details defined in RFP Page no 60. Patch frequency: Monthly. Change & BCP details will be provided after NDA sign-off. BMC Tool used for monitoring, utilization, ticketing etc.,
138	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	60	Annexure M	SLA & SLA Penalty	1. Is ITSM Tool configured towerwise (NW & Cloud, Infra, SRE) for operation handling, analysing & reporting.2. Please share SLA matrix for individual tower (NW & Cloud, Infra, SRE)3. Please confirm mechanism to stop & resume the clock depending on the ticket lifecycle e.g. Hardware replacement & followup with Partner/OEM to derive the exact Services from the managed services partner	Yes, BMC tool used for operation handling, analysing & reporting.
139	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	60	Annexure M	SLA & SLA Penalty	Please share sample/example for SLA measurement	Refer RFP Page no :60
140	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	8	Section 1 - Bid Schedule and Address	Notice inviting Request for Proposal (RFP) for SLA based Managed IT services for DC operations (DC Infra, Cloud, SRE Chaos engineering & IT Networks) for period of 3 years	We consider it is a managed services requirement and apart from man power there is no scope for supply of any items like hardware/software/tool/licenses etc.	yes
141	RFP Document Reference No: NPCI/RFP/2024-	8	Section 1 - Bid Schedule and Address	Notice inviting Request for Proposal (RFP) for SLA based Managed IT services for DC operations (DC	We are considering all the existing IT infrastructure inventory is backlined with the respective OEMs.	yes

	2025/IT/05 dated 19.07.2024			Infra, Cloud, SRE Chaos engineering & IT Networks) for period of 3 years		
142	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	12	3.1 Scope of work:	Integrate Chaos engineering with CI/CD process.	Please confirm, where chaos engg. needs to be integrated ? which technology stack is used to implement the same ?	New Choas Experiment need to integrate with CI/CD pipelines
143	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	12	3.1 Scope of work:	Integrate Chaos engineering with CI/CD process.	Please confirm, What is the scope of this integration, is it to be done in additon to the scope defined for managed services.	New Choas Experiment need to integrate with CI/CD pipelines
144	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	12	3.1 Scope of work:	Hands on experince on any Chaos tool	Please confirm, What is required to establishe this experince.	Hand on experince in handling in any of Chaos Tools (Harness, Litmus, Gremlin, Chaos monkey, and Chaos Blade).
145	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	13	3.1 Scope of work:	The above details are as on date and subject to change depending on commissioning and decommissioning of devices	Please confirm, what is the percentage of such commissioning/decommissioning of the devices.	Discussed during pre-bid meeting & clarification was provided
146	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	14	section 3.1.4 Scope of Managed IT Services:	Resiliency & 4D testing	Please confirm, What is the scope for 4D testing and what skill set is required.	Resiliency & 4D testing refers to maintain the resiliency (4D) zero downtime, zero defect, zero damage and zero danger
147	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	14	section 3.1.4 Scope of Managed IT Services:	Patch management	We assume that all the required patches will be provided by the	Need additional information
148	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	14	section 3.1.4 Scope of Managed IT Services:	Asset commissioning and de-commissioning in case of location shifting	Please confirm, what % of devices we should consider, also we assume that this shifting will be restricted between 3 sites already mentioned in the RFP.	Asset transfer consider based requirment at all NPCI DC, offices and members banks
149	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	15	section 3.1.4 Scope of Managed IT Services:	project manager (PMO)	Please share job description of project manager.	Project Manager shall be responsible for publishing the activity tracker to NPCI at agreed intervals.
150	RFP Document Reference No: NPCI/RFP/2024-2025/IT/05 dated 19.07.2024	17	4.1 Eligibility Criteria	The bidder should have reported the minimum annual turnover of Rs. 125 crores in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in each of the last 3 financial years (FY	Since in RFP it is mentioned last 3 years Financial statement. We will be furnishing reports for(Fy 2021-22,22-23 and 23-24). Kindly confirm if our understanding is correct and we will be able to comply to your clause.	We require audited financial staements along with auditirs report. Hence, FY 2020-21, 2021- 22, 2022-23 have been asked.

				2020-21, 2021- 22, 2022-23). In case audited financial statements for the most recent financial year are not ready, then management certified financial statement shall be considered.		
151	RFP for SLA based Managed IT services for DC operations	12	3.1.1	SRE & Chaos Engineering	Are there any preferred tools or technologies that NPCI expects to be used or we should suggest the tools for SRE	Yes, NPCI used Harnes tool.
152	RFP for SLA based Managed IT services for DC operations	14	3.1.5	Estimated Number of Resources	What is the current size of resources supporting the NPCI managed services. Please elaborate how the number of FTE count has been arrived at and is it also aligned to the SLA's provided	Details are provided after NDA sign-off
153	RFP for SLA based Managed IT services for DC operations	14	3.1.5	Estimated Number of Resources	Please provide ticket data for last 12 Months (Incidents and Service Request CR and Problems)?	Details are provided after NDA sign-off
154	RFP for SLA based Managed IT services for DC operations	14	3.1.5	Resource Deployment	We assume that whole team of managed services need to be supported from NPCI locations or it can be Remote mode also ? (3 location hyderabd / chennai stt/ suriseri)	NPCI Location
155	RFP for SLA based Managed IT services for DC operations	12	3.1.1	Scope of work	Are there any existing challenges please elaborate in the IT infrastructure & Managed service footprint?	Not applicable
156	RFP for SLA based Managed IT services for DC operations	14	3.1.5	Estimated Number of Resources	We assume that total FTE count may vary higher or lower side based on our own estimates please confirm	yes
157	RFP for SLA based Managed IT services for DC operations	14	3.1.3	Tooling	Given list of tools are comprehensive do we need consider any other tools	Yes
158	RFP for SLA based Managed IT services for DC operations	12	3.1.1	Scope of work	What are the known gaps and compliance issues from both infrastructure and business resiliency?	Not applicable
159	RFP for SLA based Managed IT services for DC operations	14	3.1.4	Capacity Management	Is there sufficient capacity available for both production and DR are there any challenges being faced	Not applicable
160	RFP for SLA based Managed IT services for DC operations	12	3.1.1	Cloud Services	What is the current container and Kubernetes footprint in NPCI	Currently, 60% infra deployed with Container & Kubernetes. In next one year footprint is 80% in Container & Kubernetes
161	RFP for SLA based Managed IT services for DC operations	12	3.1.1	SRE & Chaos Engineering	What level of automation exists in application management for SRE?	Discussed during pre-bid meeting & clarification was provided
162	RFP for SLA based Managed IT services for DC operations	12	3.1.1	SRE & Chaos Engineering	What is the percentage is disturbance in DevOps and CI/CD pipelines in currently implemented?	80%
163	RFP for SLA based Managed IT services for DC operations	12	3.1.1	SRE & Chaos Engineering	We assume that CI/ CD implementation and deployments are not in scope of managed services	CI/ CD implementation and deployments is in scope of managed services

164	RFP for SLA based Managed IT services for DC operations	12	3.1.4	Scope of Managed IT Services	What is the expected frequency for BCP/DR drills, and what are the specific RTO/RPO objectives for different systems and services?	Details are provided after NDA sign-off
165	RFP for SLA based Managed IT services for DC operations	12	8.6	Cybersecurity tools and measures	We assume that all cybersecurity related activities are out of service for managed services	yes
166	RFP for SLA based Managed IT services for DC operations	12	3.1.4	Scope of Managed IT Services:	What activities are expected from the managed services provider in asset relocation / shifting? Is it fork lift & shift or migration of VMs on the network? Please elaborate	Discussed during pre-bid meeting & clarification was provided
167	RFP for SLA based Managed IT services for DC operations	29	Annexure M	SLA & SLA Penalty	Total no of times the SLA' are breached in last quarter or 6 months	Details are provided after NDA sign-off
168	RFP for SLA based Managed IT services for DC operations	14	3.1.4 Scope of Managed IT Services	New clause	Do you have any public cloud footprint currently or any future plan ?	No
169	RFP for SLA based Managed IT services for DC operations	-	-	New clause	Is there any assesment done for the current managed services portfolio are there any finding that we need to be aware of	Details are provided after NDA sign-off
170	RFP for SLA based Managed IT services for DC operations	12	Section 3	Scope of work	We are assuming End user management is out of scope for the current engagement.	End user management is in scope of managed service
171	RFP for SLA based Managed IT services for DC operations	12	Section 3	Scope of work	Please provide ticket data for last 12 Months (Incidents and Service Request CR and Problems)?	Details are provided after NDA sign-off
172	RFP for SLA based Managed IT services for DC operations	12	Section 3	Scope of work	We assume NPCI will provide All tools and license associated with IT Support (Monitoring, Ticketing Orchestration, Patching Asset Management, Image Management, Backup, Reporting) and Software development Please confirm?	yes
173	RFP	13	3.1.2 Network Infra	NPCINET Setup (Member bank Site)	Is the routers, switches, etc. listed under this table is naited to Hyderabad & Chennai or deployed at member bank sites accessing applications at Hyderabad & Chennai DCs?	Asset are accessible only from NPCI Data Centre and Offices only
174	RFP	13	3.1.2 Network Infra	Network Links Table	Request to provide type of the links - L3MPLS, Internet, P2P for the listed service providers	Refer RFP page no 12 and other details will be provided after NDA sign off
175	RFP	13	3.1.3 Tooling	Currently, above infra is monitored using BMC tool and the details are given below:	Request to provide details of tool licenses available under each module	Details are provided after NDA sign-off
176	RFP	13	3.1.3 Tooling	Currently, above infra is monitored using BMC tool and the details are given below:	Please confirm whether the BMC tools are integrated with various element managers such as SDWAN controllers. If yes, what is the method of integration used between BMC tools & element managers? Is it through log, webhooks, REST APIs, etc?	Discussed during pre-bid meeting & clarification was provided

177	RFP	13	3.1.3 Tooling	Currently, above infra is monitored using BMC tool and the details are given below:	If no, does NPCI has valid support contract with the tool provider for configuring the integration requirements on the tools side?	yes
178	RFP	13	3.1.3 Tooling	Currently, above infra is monitored using BMC tool and the details are given below:	Who is managing BMC application today ? Do we need to takeover the tool management by proposing tool administrators additionally to manage entire tool sets for application configuration, integration, application bug fixing, new patch implementation etc...? Please clarify	Tool Administration is with NPCI and Tool operation included in SLA managed services.
179	RFP	14	3.1.5 Estimated number of resources	Below tables gives minimum no. of resources as per NPCI	Please clarify who will be responsible for providing the infrastructure such as laptops, desktops for the engineers deployed on site. Will it be provided by bidder or provided by NPCI?	NPCI
180	RFP	14	3.1.5 Estimated number of resources	Below tables gives minimum no. of resources as per NPCI - For Off-Week Mgmt. column	Please clarify on which of the domains considered for deriving the Off-Week management resource counts	Discussed during pre-bid meeting & clarification was provided
181	RFP	25	7.3 Indicative Technical Scoring Matrix	INDICATIVE TECHNICAL SCORING MATRIX	Requesting NPCI to provide the breakup in percentage or points/marks for the parts listed in the scoring matrix	Details are in RFP page no :29 (Indicative Technical Scoring Matrix)
182	RFP	29	8.9 Key Deliverables	Network: 24x7x365 monitor and manage network devices and links. Attend the member bank issues and internal issues by 24/7.	Request to provide type of the links - L3MPLS, Internet, P2P for the listed service providers	L3MPLS, Internet, P2P for the listed service providers
183	RFP	29	8.9 Key Deliverables	Network: 24x7x365 monitor and manage network devices and links. Attend the member bank issues and internal issues by 24/7.	Requesting to provide last 3 or 6 month incident count to arrive on field visit requirements	Details are provided after NDA sign-off
184	RFP	29	8.10 Delivery schedule	Bidder to commence the work within 2 weeks from the issuance of PO date.	Does this mean resources needs to be deployed within 2 weeks from the PO date? Request to change to 12 weeks for resource mobilization.	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
185	RFP	29	8.10 Delivery schedule	The service period will be 1 year from the date of work Commencement.	Need clarity on the service period of 1 year mentioned in this clause.	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
186	RFP	36	8.36 Cyber Incident Reporting	1.2 For the purposes of this clause, "Cyber Incidents" shall mean an attempted breach or breach in the information security systems of Supplier and or any unauthorised access to or breach in the information technology-based systems of Supplier, include:	Need clarity on this clause. Does this refers to cyber incidents on the bidder's systems or NPCI systems?	It includes both. Any incidents at bidders end needs to be reported. Also, during the managed services if bidder personnel comes across any such incident at NPCI end the same needs to be reported as well.
187	RFP	41	2. Skill Set of Resources: Designation: Network Engineers	3. Education and experience: CCNA/JNCIA Certification is a must. 4. Key Competencies: CCNA or CCNP are preferred.	Point 3 mentions as "CCNA/JNCIA Certification is a must" while Point 4 mentions as "CCNA or CCNP are preferred.". Please clarify whether these certifications are mandatory or preferred.	L2-CCNP & L3-CCIE preferable
188	RFP	55	Annexure J	Technical Compliance	If additional tools are proposed by bidder, please clarify on the scope of supply,	NPCI

					implementation, configuration of underlying hardware & integration of the proposed tools with existing tools. Who will be responsible for providing the hardware, software (hypervisor, OS, DB, etc) for new proposed tools, if any?	
189	RFP	60	Annexure M	SLA & SLA Penalty	Is the SLA calculations done monthly or quarterly? Currently penalty on SLA is open, we request NPCI to make 5% max on SLA penalty	No Change in SLA & SLA Penalty
190	RFP	54	Annexure H - Eligibility Criteria Compliance	5 years' Experience in providing similar Services	Kindly consider the clause :In case the bidder is the result of a merger or acquisition or demerger or hive off, dueconsideration shall be given to the past past experiance of the merging entity or demerged entity as the case may be for the purpose of determining the experiance for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 5 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.	Ok to addRefer corrigendum-4 for revised clause.
191	RFP	53	Annexure H - Eligibility Criteria Compliance	The bidder should have reported minimum annual turnover of Rs. 75 crores and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered. In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be.....	Request to modify the clause as: The bidder should have reported minimum annual turnover of Rs. 75 crores and should have reported profits (profit after tax) or Positive net worth of more than 100 Crs as per audited financial statements in at least 2 out of last 3 financial years. In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered. In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 5 financial years. For this purpose, the decision of NPCI will be.....	No Change
192		25	7.3 Indicative Technical Scoring Matrix:	Score	Maximum Score allotted for each of the PART of the description is missing for bidder to	Technical scoring matrix is NPCI's prerogative.

					knowledge the emphasis of the parameters. Kindly provide bifurcation of score for each of the parameters in order to analyse score obtained.	A indicative list of paramateres has been shared in the RFP for bidder's information.
193		30	8.16 Payment Terms:	Payment shall be released every quarterly in arrears within 30 days from the date of receipt of invoice along with submission of completion assessment report, duly verified by NPCI officials.	Kindly define payment for OTC or any additional tools to be deployed/ required for managing the assests. Also clarify that the seating space for the resources including IT Infra such PC/ Laoptops etc. will be provided by NPCI at both the locations	Need to understand OTC part... what this is about? Any tool if propsoed & accepted by NPCI will follow same payment terms of quaterly in arrears
194		31	General	BCP	Clerify RPO and RTO rqriments and number od DR DRILL	Details are provided after NDA sign-off
195		32	General	Existing chalanges	Describe the existing challenges in infra and Manage Services	Details are provided after NDA sign-off
196		12	Scope of work	Asset commissioning and de-commissioning in case of location shifting	The team will be busy in existing manage service resolution. Request to consider change request	Discussed during pre-bid meeting & clarification was provided
197	RFP	28	8.8	NPCI and the local / home country regulator reserves the right to conduct audit / inspection / assessment / review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to	Bidder suggest to define the prior notice period, at least thirty (30) days prior notice shall be given by NPCI before conducting any audits. Further, the frequency of audits shall be one (01) per year.	No Change

				in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavor to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the successful bidder within the timelines prescribed by NPCI upon mutual discussion with successful bidder.		
198	RFP	30	8.18	<p>IndemnityThe 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. The 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.</p>	<p>The indemnity claimed by NPCI is very broad. Bidder suggest that such indemnity should be limited to third party claims that arise from damage to tangible property or loss of life or death caused due to gross negligence or willful misconduct of Bidder.</p>	No Change
199	RFP	30	8.19	<p>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.</p> <p>The Bidder's liability in case of claims against NPCI resulting from willful and gross misconduct,</p>	<p>Bidder proposes the following clause to replace the current clause "NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO</p>	No Change

				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.	PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY.	
200	RFP	32	8.24	Termination of Purchase Order/ContractFor 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 becomes effective. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination.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.For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	Bidder proposes the following: (i) NPCI to provide ninety (90) days prior written notice to Bidder before terminating for convenience and pay the early termination charges to Bidder i.e. the service fees in respect of the services delivered up to the effective date of termination and the following amounts: (a) an amount equal to the total of any and all waived installation charges as reflected on the terminated order(s), (b) an amount equal to one hundred percent (100%) of the service fees payable for the unexpired remainder of the order period plus (c) any documented third party expenses not covered by (a) and (b) above that are incurred by Bidder in respect of the terminated order. Further, Bidder proposes that: (i) Bidder also should have the right to terminate the PO or contract for convenience by giving ninety (90) days prior written notice. (ii) Bidder to have right to terminate the PO/Contract for material breach / default of NPCI such as non-payment etc. (iii) Termination for Insolvency to be made mutual for both NPCI and Bidder.	Notice period of three months already mentioned.No change in the clause
201	Scope fo Work	12	3.1	Ticketing	Can we get the total number of tickets for last six months for Infra and Network devices.	Details are provided after NDA sign-off
202	Scope of Managed IT Services	14	3.1.5	Estimated number of Resources	Kindly share the total resources managing the operations across 3 DC sites	Details are mentioned in RFP(3.1.5 Estimated number of resources) page no 14
203	Scopr of Manage IT Services	15	3.1.5	Estimated number of Resources	How many resources are desired for starting the operations on day1	As mentioned in RFP Page no 14
204	Scopr of Manage IT Services	15	3.1.5	Estimated number of Resources	Since the ask is for SLA based services , can the bidder ignore the resource table.	no

205	Scopr of Manage IT Services	15	3.1.5	Estimated number of Resources	Is there an option of rebadging of current resources.	no
206	Delivery	29	8.1	Delivery Schedule	Is there an expectation to start the complete operations in 2 weeks from POC date. Is there a scope for extension.	No change in 8.10 Delivery schedule mentioned in page no 29
207	Miscellaneous	12	Section 3	Scope of work	RFP does not have any provision for transition preiod for the new bidder to take over the operations from existing provider. What would be the KT process.	Maximum one month to understand the process.
208	Infra Details	12,13	3.1.2	Network Infra:	We would like to understand the overall infra in terms of Server, storage, Switching, Hypervisor, OS & DB. For Back up what technology is used. Also we would like to understand OEM support SLA	Details are provided after NDA sign-off
209	DC-DR	12,13	3.1.2	Network Infra:	Is present DC-DR infra 1:1 and is present DR active or in passive mode. We would like to understand data flow and number of DR drill to be conducted in a year	Inventory count, make , model and OS details mentined in RFP. Other Details are provided after NDA sign-off
210	Infra details	12	3.1.1	No of Hosts/Servers/Storages	Need Breakup of Physical Servers and Storage with The OS Details	Details are provided after NDA sign-off
211	Infra details	12	3.1.1	No of VMware VM's & No of Open stack VM	We would like to understand the OS details of VMs deployed across the Hypervisor	Details are provided after NDA sign-off
212	DC-DR	60	Annexure M	SLA & SLA Penalty	Kindly share the Ticket count for S1, S2, S3, CR and SR for Last Six Month	Details are provided after NDA sign-off
213	DC-DR	12,13	3.1.3	Tooling:	Kindly provide the details of Replication Tool and BCP Tool current used to Meet the RPO and RTO	Details are provided after NDA sign-off
214	Section 3 Scope of Work	13	Section 3.1.3 Tooling	Currently, above infra is monitored using BMC tool	Is managing BMC stack part of the scope ?	yes
215	Section 8 Terms and Conditions	29	Section 8.10 Delivery Schedule	Bidder to commence the work within 2 weeks from the issuance of PO date	What would be a lead time to on-board all resources ?	No change in 8.10 Delivery schedule mentioned in page no 29
216	Section 8 Terms and Conditions	29	Section 8.11 Delivery Address	Services will be provided onsite at Hyderabad & Chennai DC.	Can we deliver in a hybrid mode (onsite+remote) ? i.e. some team members at onsite at Hyderabad & Chennai DC and others supporting remotely from other locations in India	No , on Site only
217	Section 9 Technical Specifications	38	Skill Set of Resources	Not Applicable	Are there any background check requirements for each of the resource to be in place prior to commencing the work onsite?	Yes, Bidder has to provide background check report
218	Section 8 Terms and Conditions	29	Section 8.10 Delivery Schedule	Bidder to commence the work within 2 weeks from the issuance of PO date	What is the lead time to provide security access for the resource given it is a 24/7 service? In other words, how soon will we get the access?	Maximum to 2 weeks
219	Section 3 Scope of Work	15	Section 3..1.5 Estimated number of resources	L2 & L3 resources shall be strictly on the payroll of bidder. Not more than 50% L1 resources shall be on third party payroll, however the overall SLA ownership shall remain with the bidder.	Can resources be from other group companies?	No change

220	Section 4 Eligibility Criteria	18	Criteria 4 - Experience	5 years' Experience in providing similar Services	Will SLA based Managed Services experience in any other technology suffice?	Experience in providing similar services is mandatory as NPCI's operations are critical in nature and needs subject matter experts.
221	NPCI/RFP/2024-2025/IT/05	54	3	Annexure H - Eligibility Criteria Compliance	FirstMeridian Business Services Limited is providing IT services which includes IT Staffing, Niche Technologies to customers in India through its subsidiary Affluent Global Services Private Limited (AGS), CBSI and RLABS. AGS, CBSI and RLABS are subsidiary companies of FirstMeridian with 100% stockholding. Hence, most of our large contracts are through our subsidiary companies. Please suggest if we can provide purchase orders/SOW/Agreements with AGS, CBSI and RLABS Name.	There will be only one bidder who will meet the criteria and fulfill the obligations. Agreement cannot be split into multiple entities
222	NPCI/RFP/2024-2025/IT/05	10	2.2 Objective of this RFP	National Payments Corporation of India proposes to engage partner for SLA based Managed IT services for Datacentre Operations (Infrastructure, Cloud and Network) located at Hyderabad and Chennai for the period of 3 years.	Kindly clarify if this is going to be single contract for 3 years or year over year renewable for next 2 years.	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
223	NPCI/RFP/2024-2025/IT/05	14	3.1.4 Scope of Managed IT Services:	Asset commissioning and de-commissioning in case of location shifting.	kindly confirm if Asset management is part of scope and bidder to perform the same as part of Scope ? Kindly confirm tool used for Asset management ?	Yes, BMC tool used for operation handling, analysing & reporting.
224	NPCI/RFP/2024-2025/IT/05	14	3.1.5 Estimated number of resources:	Below tables gives minimum no. of resources as per NPCI. However, bidder(s) is (are) required to estimate the number of resources including category of resources (L1, L2, L3) required to deliver SLA based managed IT services with 24x7x365 (3 shifts) DC operations at Hyderabad and Chennai.	kindly share 6 Month ticket dump to ISL assessment on Resource requirement	Details are provided after NDA sign-off
225	NPCI/RFP/2024-2025/IT/05	14	3.1.5 Estimated number of resources:	General	Are we expecting resource rebadging ? if yes then kindly share number of resource expected for Rebadging with location and skill bifurcation with current MCTC of resource ?	need additional information
226	NPCI/RFP/2024-2025/IT/05	14	3.1.5 Estimated number of resources:	General	We understand 119 Resource [Hyderabad (60 RE) + Chennai (Siruseri) (47 RE) + Chennai (STT) (12 RE)] are required to support 24x7x365 @ Chennai and Hyderabad location, kindly confirm resource Backup is already factored in this count or bidder need to factor the same ?	Resources count is factored
227	NPCI/RFP/2024-2025/IT/05	15	3.1.5 Estimated number of resources:	L2 & L3 resources shall be strictly on the payroll of bidder. Not more than 50% L1 resources shall be	Considering the Criticality and data security we request to modify this clause as per Remark section	No change in the clause(3.1.5 Estimated number of resources)

				on third party payroll, however the overall SLA ownership shall remain with the bidder.		
228	NPCI/RFP/2024-2025/IT/05	14	3.1.5 Estimated number of resources:	The bidder shall also appoint a project manager (PMO) for managing day-to-day activities including not limited to shift schedule. The appointed PMO shall be responsible for publishing the activity tracker to NPCI at agreed intervals.	we are unable to find Program manager / Project Manager in total Resource count ? Can we propose ON site PM and team Leader to Manage the deployed RE and SLA, and we seek NPCI guidance Please advice ?	Yes ON site Project Manager shall be responsible for publishing the activity tracker,SLA, report, dashboards etc., to NPCI at agreed intervals.
229	NPCI/RFP/2024-2025/IT/05	16	Skill Sets:	For L3 level, the candidate shall have done relevant specialized certification in the respective domain.	kindly confirm if all L3 resource is expected to have one domain expert certification and functional knowledge of other technology tower , please clarify the expectation ?	Cross functional preferable.
230	NPCI/RFP/2024-2025/IT/05	25	7.3 Indicative Technical Scoring Matrix:	General	Kindly share Score % contribution from all the section 1. Technical Evaluation Part - A = % ? 2. Part - B Vendor Evaluation Matrix = % ? 3. Proposed Solution Part - C = % ? 4. RFP Presentation Part - D = %?	Technical scoring matrix is NPCI's prerogative. A indicative list of parameters has been shared in the RFP for bidder's information.
231	NPCI/RFP/2024-2025/IT/05	27	8.2 Term of the Order	The term of the Purchase Order ("PO") shall be for a period of One (1) year from the date of execution of this Purchase Order ("Term") during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this Purchase Order.	This Statement is contradictory with primary ask for 3 year DCMS . kindly clarify , final PO would be for one years or 3 years ?	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
232	NPCI/RFP/2024-2025/IT/05	29	8.9 Key Deliverables	The selected bidder(s) is (are) required to Manage (24x7x365) IT services for Datacenter (Infrastructure, Cloud and SRE) at Hyderabad and Chennai for the period of 3 year.	Kindly confirm the PO would be one year or 3 years as its is contradicting with above clause ?	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
233	NPCI/RFP/2024-2025/IT/05	29	8.10 Delivery schedule	Bidder to commence the work within 2 weeks from the issuance of PO date.	We request 90 day for complete transaction and resource mobilization followed by 3 month of SLA cooling period if we have to do fresh deployment , if Rebadging is expected then we can complete this within 30 - 45 days Kindly advise ?	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
234	NPCI/RFP/2024-2025/IT/05	29	8.10 Delivery schedule	The service period will be 1 year from the date of work Commencement.	This Statement is contradictory with primary ask for 3 year DCMS . kindly clarify , final PO would be for one years or 3 years ?	The RFP is being conducted for 3 years terms, however NPCI will be issuing PO's on yearly basis. Please refer Clause no 8.2.
235	NPCI/RFP/2024-2025/IT/05	32	8.24 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	We understand this clause is applicable for Bidder as well if they wish to terminate notice of 3 month should be acceptable for both the parties, Kindly confirm ?	No, it will be only NPCI's right to terminate. No right is provided to the bidder.

				termination becomes effective. NPCI shall consider the request of the bidder for pro-rata payment till the date of termination.		
236	NPCI/RFP/2024-2025/IT/05	32	8.25 Effect of Termination	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.	Request for Incremental Rate card for resource in case of extension of contract? Please advice ?	No change. The extension will be on the same terms & conditions. The additional services availed will be paid at pro-rate basis.
237	NPCI/RFP/2024-2025/IT/05	35	8.33 Facilities provided by NPCI:	NPCI shall provide seats with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, the penalty deemed fit shall be imposed and recovered from the pending bills of Bidder.	Kindly confirm/clarify IT asset such as laptop/desktop/Headphone would be provided by NPCI or Bidder to manage the same?	NPCI
238	NPCI/RFP/2024-2025/IT/05	58	Annexure N - Commercial Bid Red Team Assessment:	Tools and Licenses (other than one mentioned in RFP clause no 3.1.3)	we understand all tools would be provided by NPCI and Bidder is expected to provide the FMS service governed by SLA as per RFP only , Please clarify ? If all tools are provided by NPCI then this section in commercial bid format is not relevant, kindly clarify and share the updated format of commercial Bid submission ?	Yes, Tool will be provided by NPCI and new tool acceptable.
239	NPCI/RFP/2024-2025/IT/05	58	Annexure N - Commercial Bid Red Team Assessment:	Optional: A] Resource cost is been asked for On role and 3rd party payroll	We humbly request to remove this optional cost section and have on section for on role payroll cost if break is required ?	No Change.
240	NPCI/RFP/2024-2025/IT/05	58	Annexure N - Commercial Bid Red Team Assessment:	Optional: B] Prices for any software/Licenses which need to be procured.	We understand all tool/license would be provided by NPCI and bidder to render on FMS service governed by SLA hence this section is not relevant, Kindly clarify the expectation from bidder?	Yes, Tool will be provided by NPCI and if required new tool that is also acceptable.
242	NPCI/RFP/2024-2025/IT/05	12	Section 3 - Scope of Work	3.1 Scope of work:	Assume all the HW / SW / NW infra / Network Links are having valid AMC / ATS and NPCI shall take care the renewal of the same, Kindly confirm.	Complete Asset Life cycle included in SLA Managed Service
244	NPCI/RFP/2024-2025/IT/05	13	3.1.3 Tooling:	Currently, above infra is monitored using BMC tool and the details are given below:	Whether NPCI shall take care the license / subscription renewal of available Tools? Or the vendor has do the renewal or deploy new tools?	NPCI will take care about license/subscription
246	NPCI/RFP/2024-2025/IT/05	14	3.1.4 Scope of Managed IT Services:	i. Preventive health check	Kindly confirm the frequency of preventive health check.	It is Continuous process
247	NPCI/RFP/2024-2025/IT/05	15	3.1.5 Estimated number of resources:	The bidder shall also appoint a project manager (PMO) for managing day-to-day activities including not limited to shift schedule. The appointed PMO	Whether it required an on-site dedicated Project Manager?	YES

				shall be responsible for publishing the activity tracker to NPCI at agreed intervals.		
248	NPCI/RFP/2024-2025/IT/05	16	3.2 Single Point of Contact	The selected Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFP.	Whether this SPOC will be additional to the Project Manager deployed?	YES
249	NPCI/RFP/2024-2025/IT/05	29	8.10 Delivery schedule	· Bidder to commence the work within 2 weeks from the issuance of PO date.	It required minimum 30 days to deploy the resources, kindly amend the term.	Bidder to onboard at least 75% resources within 3 months from award of PO and balance 25% within 4 months from award of PO
250	NPCI/RFP/2024-2025/IT/05	31	8.22 Extension of Contract	The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of three (3) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months' period on the same rates and terms & conditions of the Contract.	What will be the minimum price escalation offered from NPCI if the vendor accepted the extension of contract?	This will be discussed with the successful bidder.
252	NPCI/RFP/2024-2025/IT/05	35	8.33 Facilities provided by NPCI:	NPCI shall provide seats with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, the penalty deemed fit shall be imposed and recovered from the pending bills of Bidder.	Whether NPCI shall provide the HW / SW / Communication Infra for the on-site FMS team? Or the vendor has to arrange the same?	NPCI
253	NPCI/RFP/2024-2025/IT/05	38	Section 9 - Technical Specifications	2. Skill Set of Resources:	Any minimum wage clause will be applicable for resources?	follow applicable laws
254	NPCI/RFP/2024-2025/IT/05	60	Annexure M - SLA & SLA Penalty	Annexure M - SLA & SLA Penalty	Kindly confirm the upper cap of penalties imposed.	No Change in SLA & SLA Penalty
255	NPCI/RFP/2024-2025/IT/05	27	8.5 TAXES AND DUTIES	If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice	Does NPCI will provide acknowledgment for all Invoices received and accepted.	Yes
256	NPCI/RFP/2024-2025/IT/05	27	8.5 TAXES AND DUTIES	If NPCI requests, the successful bidder shall confirm to NPCI in writing that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of GST and other requisitetaxes in relation to the invoice has been made. NPCI, in its sole discretion, may decide in	We request to pay full invoice amount post receiving proof of Invoice declared in GSR1 and 3B	No Change

				consultation with the successful bidder that the invoice will be paid in two batches (i) Base Amount (ii) Tax Amount. NPCI, in its sole discretion, may decide that tax Amount will be paid only after the successful bidder provides sufficient proof that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of requisite taxes has been made.		
257	NPCI/RFP/2024-2025/IT/05	27	8.16 Payment terms	Payment shall be released every quarterly in arrears within 30 days from the date of receipt of invoice along with submission of completion assessment report, duly verified by NPCI officials.	We request to pay the bill with in 15 days as we can submit Invoice after producing proof of GST payment only.	No Change
258	NPCI/RFP/2024-2025/IT/05	60	Annexure M - SLA & SLA Penalty	Rs. 1,50,000/- ,Rs. 1,00,000.00 and 75,000.00 for every SLA Violation for Different timelines	We request to modify penatly on % basis and not fixed capping basis.	No Change in SLA & SLA Penalty
259	Cyber Incident Reporting	35	8.36	Cyber Incident Reporting	We need clarification on IT security support, wheather it will under SCOPE for managed service provider or Out of scope.	NO
260	SOW	40	Section 9 - Technical Specifications	Additional details required	We request location wise user count, Infra details	Details are provided after NDA sign-off
261	SOW	40	Section 9 - Technical Specifications	Additional details required	We request complete tool stack on IT infra management	Details are provided after NDA sign-off
262	SOW	41	Section 9 - Technical Specifications	Additional details required	We request Netwrok assets inventory along with the location spread and technology too	Inventory count, make, model and OS details mentioned in RFP. Other Details are provided after NDA sign-off
All other terms and conditions of aforesaid RFP remain unchanged.						