

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
1	9	8. Criteria for evaluation of technical proposals	We suggest to include clause that MSP to propose MeitY empaneled cloud that will ensure that solution will be hosted to meet the directions for adoption of cloud services that meet the minimum requirement of security, best practices, Data center tier (Tier 3 & above) etc. Request to include the minimum eligibility Criteria for CSP so that ONDC will get best hyper cloud providers who can provide require native services like managed Kubernetes, Containers, DB as services and has the flexibility of scaling up both horizontally and vertically.	No change
2	40	Design principles of Registry Zero data loss: The Registry shall be designed to be a zero data loss platform. Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	Request to elaborate with Zero Data loss & RPO of zero & Active-Active disaster recovery design. Please confirm if ONDC looking to distribute all application/registry request to distribute across 2 data centers (in different seismic zone) and both act as DR for other sites? Please confirm if ONDC looking to deploy the solution across 4 DCs (Two primary DC & two near DC to synchronously copied the DB logs to near DCs) to achieve zero data loss.	ONDC's primary concern is that the data pertaining to Network Participants and Ecosystem Partners should not be lost. Bidders may note that the Registry is not a write-intensive system and apart from logs, there is no other frequent write operation. The requirement of Zero Data Loss has been stated in this context. Under normal operating conditions, Bidders must design the Registry to operate as a zero data loss system and ensure that data pertaining to NPs and Ecosystem Partners stored in Registry is not lost. Under force majeure conditions created due to manmade or natural disasters or catastrophes, RPO of upto 5 minutes may be acceptable. Bidders can propose their solution accordingly and clearly state in their Technical Proposal what RPO their solution can provide. Note that Bidders are solely responsible for the SLAs irrespective of their choice of cloud or data center service providers.
3	42	5.1.16 A log monitoring service should also be developed. This service would help ONDC to monitor the registry logs. Immutable logs of the registry to be maintained	Please clarify for how much duration logs need to store.	As stated in Clause 2.2.3 - Data layer (Page 37) of RFP, data is expected to be retained for 7 years.
4	45	The admin dashboard is to be developed for ONDC internal teams, ONDC officials and MSP	Please clarify for how many ONDC internal users will require admin dashboard.	Will be determined during implementation in consultation with the MSP. It is not expected to exceed 20 (twenty)
5	58, 59	Fin-2: Cost of cloud hosting or telecom services, if any, proposed by the bidder as part of their solution architecture. Such costs should be specified for each environment separately. FIN - 3: Commercial bid format: Breakup of costs for management of registry solution	Please clarify the cost of cloud hosting or telecom services to host the registry application - will MSP need to propose fixed cost for each month/year or will be provided on actual consumption basis.	Fixed cost
6	General queries	There is no Eligibility Criteria for the MSP in the document	Request you to please add Eligibility Criteria for MSP so that ONDC will get competitive bidding and MSP's can get a Healthy competition.	No change
7	General queries	As there is a cloud Services requirement, request ONDC should include Cloud Experience in the Criteria. Development of the Software is way different from Managing the cloud services.	Please include cloud services experience points in the Technical Evaluation.	No change
8	General queries	Scope of work for Managed Service Provider (MSP)	Request you to provide no. of DR drills and the duration of each such drill How many DR drills per year is planned and what would be the duration of each such drill?	Refer response to Q.10
9	41	No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system	Request ONDC to provide no. of DR drills and the duration of each such drill	DR drill is to be performed once a year.
10	9	Profiles of key personnel	Profiles of Project Manager and Solution Architect in the technical Evaluation. Request to clarify will there be an interview of these resources. Or Will they work onsite at your location or remote	1. These two persons will be responsible for delivering the proposal presentation and will be evaluated according to the guidelines specified in the RFP. 2. They can work remotely but need to visit ONDC office for meetings when necessary. If the bidder wants either one of them or both of them to operate from ONDC premises, arrangements for the same can also be made.
11	61	Annexure - 2: Payment terms and Service Level Agreements Payment shall be made in equal quarterly instalments totalling to Cost of management registry solution for 12 quarters post go-live of the solution (B)	Please clarify if the payment will be made in equal quarterly instalments - does it implies that MSP need to factor the cost of Infrastructure/cloud with peak load.	The RFP clause is self-explanatory. The bidders can propose the costing as per their costing methodology.
12	42	5.1.13. Registry should have the functionality to "Subscribe", "Unsubscribe" & "Resubscribe" NP and seller on record. 5.1.14. Registry should have the functionality to re-subscribe the NP through subscribe API. A flag and logs should be maintained at Registry for NP's status	As per our understanding flows should ideally originate from the participant side. Please clarify if ONDC looking for a reverse flow. Request to elaborate on this point.	NP needs to initiate the subscription request, post Tech and Ops validations (if any).

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13	42	5.1.5. Registry should support generation of signing and encryption keys and key management using PKI infrastructure.	As per our understanding the keys should be generated at the participant end and sent the public keys to the registry. Please elaborate. Please clarify is it fine to use a distributed ledger to do the public key management and associated key discovery mechanisms?	1. Yes, the understanding is right. But the keys to be generated using ONDC's published key generation algorithm. ONDC has standardised to use Elliptical curve Diffie Hellmen (ECDH) key encryption scheme using X25519 algorithm. 2. Bidders can propose innovative solutions using any PKI infrastructure if the scalability and performance requirements stated in the RFP can be met.
14		General Query -	Please clarify if ONDC open to having a proposal based on distributed ledger technologies as the backend for a scalable and resilient registry?	Refer response to Q.13 above
15	Page 40	Scope of work for Managed Service Provider (MSP) No. 4.4 The MSP shall host the Registry in a secure public cloud environment or in a co-located data center while meeting the data residency requirements. Development, Testing, Pre-production, Production and a Sandbox environment for Network participants are the environments to be provisioned.	Should the BoQ be sized for all the environments or only for Production? Need clarification	It is to be sized for all the environments specified in the RFP for 3 years
16	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system	How many DR drills per year is planned and what would be the duration of each such drill? Request you to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
17	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.10 All data shall be stored in open formats such that there is no lock-in to any data platforms and ONDC has the flexibility to export and move the data to any other platform of its choice in future.	CSPs provide Managed DBs for HA, BCDR, better performance and Security, where as underlying database format can be an open sourced DB. The underlying database can be ported outside from these managed services also, Does it conform to the definition of Open format as mentioned in this clause? Request you to rephrase this to include managed services as well but making sure that it supports portability	ONDC does not have any preference for CSP managed DBs. Bidders are free to choose the managed cloud service if they wish to do so as long as data portability is enabled through use of open formats and there is no vendor lock-in and the SLAs are met.
18	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.12 End-to-end monitoring and information security data of the Registry should be made available to ONDC via APIs for integration with the Network Health Monitoring system of ONDC.	CSPs has in-built support for monitoring, observability, logging and these are available in their respective console as well as through REST based APIs or Client libraries. Is this clause asking for exposing those APIs again to ONDC? Or, is there any specific set of APIs that are needed for this purpose? Request you to specify the actual set of monitoring APIs to be exposed to ONDC Or please rephrase so that in-built APIs from the CSP would be enough for this purpose	Refer response to Q. 44
19	General queries	NA	As per the industry standard, the DC and DR should be at minimum 100 KMs distance and in two different seismic zones. This is to ensure that resource and services are well separated and continue to function in case of any type of natural disaster. The RFP does not have this clause mentioned anywhere and this might allow bidders to define architecture which are vulnerable to incidents of data loss or application going down for a very long time. Request you clearly specify this clause in the RFP to make it mandatory in terms of DC DR location and allow bidders to provide the right architecture for the Registry application having multiple level of redundancy built in to avoid any man made or natural disaster.	The RFP has stated the expected outcomes. Bidder's can propose solutions that meets the requirements and they will be evaluated accordingly. No change in RFP.

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20	Page 40	Design principles of Registry No. 2.6 Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs. Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would be attract data loss and application down time in case of any natural disaster. Request you to please change the clause as follow- Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active or active-passive disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of 5 minutes for core Registry data as well as audit data and RTO of 10 minutes is permissible, however, design must ensure near to zero downtime during switchover. In case of active-active DC and DR architecture, bidder needs to keep a warm data copy of the entire registry and audit data in a far DR location having minimum 100km distance from Primary DC or should be in a different seismic zone.	Refer response to Q.2
21	Page 39	Design principles of Registry No. 2.3 Zero data loss: The Registry shall be designed to be a zero data loss platform.	While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs. Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would attract data loss and cause application down time in case of any natural disaster. Request you to please change the clause as follow- Zero data loss: The Registry shall be designed to be a near zero data loss platform.	Refer response to Q.2
22	Page 40	Scope of work for Managed Service Provider (MSP) No. 4.6 The MSP shall host and manage the Registry for a period of 36 months from the date of go-live of the solution, extendable by another 24 months upon express and written approval from ONDC.	What should be the duration of the BoQ; should it be for 3 Yrs. only or for 5 Yrs.? Need clarification	Refer response to Q.16
23	Page 41	4.13	Regarding the requirement of 16x7 support, We assume the service window to be the 6:00 AM - 10:00 PM India time (IST). Please confirm.	8 am to 12 AM India Time
24	Page 41	5.1.1	Regarding the authentication mechanisms for Network Participants (NPs), could you provide more details on the specific authentication methods required? Are there any specific standards or protocols to follow?	Please refer https://ondc-issue-logging-cohort1.atlassian.net/wiki/spaces/TG/pages/36339713/ONDC+Dev+eloper+Guide
25	Page 25	21.1.1	Can we rephrase the existing clause - "any failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement" as below: "any third party claims resulting from failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement"	No change
26	Page 40	2.6	Please provide concurrence on our assumption of the clause 2.6 as follows - "Hosting registry in a highly available manner with 99.99% availability is the responsibility of the hosting provider and the team responsible for managing the infrastructure on which the registry runs. Hosting provider and the team who manages the infra or registry should ensure that the infra is designed and configured in a way to provide 99.99% availability and have active DR design with DR cutover with RPO of zero and RTO of 5mins. They should confirm if these requirements can be met or not."	No change. The bidder is responsible for meeting the SLAs specified in the RFP and may make suitable back-to-back arrangements with their service providers.
27	Page 40	4.4	Are there constraints if we sign for hosting with AWS, GCP or Azure? Also is ONDC ok if we outsource hosting to a different vendor while we handle maintenance.	1. No constraints 2. The Bidder is solely responsible for meeting the SLAs specified in the RFP and will be the single point of contact for ONDC. Bidders may make suitable back-to-back arrangements with other service providers. Details of such arrangements must be clearly disclosed in the Technical Proposal.
28	Page 11	9. Contract Period:	Regarding the following note - "Note: Post completion of the Three (03) years period, the contract may be reviewed for extension of another two (02) more years on the completion of the third year of the project on same terms & conditions, at the discretion of ONDC." please provide your concurrence on the following rephrased statement - "Note: Post completion of the Three (03) years period, the contract may be reviewed for extension of another two (02) more years on the completion of the third year of the project on same terms & conditions, as per mutually agreed terms and conditions and commercials."	Please refer to the RFP published on the website.

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29	Page 61	Annexure - 2: Payment terms and Service Level Agreements A. Payment terms Cost of implementation of registry solution (A)	There are 4 milestones are identified by ONDC. Can the milestones be increased by two more to six in total?	No change
30	Page 61	*Annexure - 2: Payment terms and Service Level Agreements A. Payment terms * Cost of management registry solution for 12 quarters post go-live of the solution (B)	Can we agree on monthly payments instead of quarterly as mentioned in the RFP document?	No change
31	Page 63 and 67	Annexure 2 B- Service Level Agreements 3.Timelines and associated liquidated damages	Thoughtworks proposes a cap to the liquidated damages i.e. 5% on the associated fee. Please provide concurrence	No change
32	Page 47	5.5.1. Concurrent users (live participants) 1000 concurrent requests.	Which APIs do we expect the concurrent request to be 1000. Is it for lookup/lookup APIs or the subscribe/unsubscribe	Look up API
33	Page 46	5.4.13. It must support configuration of customizable workflows to define the flow of issues	The assumption from 5.4.12 is that issue management will be a separate system and dashboard will just display data from issue management system. Should the issue workflow management be part of dashboard	Assumption is correct. Issue management system will be separate for Network participants. However, participant is expected to use an ITSM system to track issues and changes that affect the registry.
34	Page 40	4.5. The MSP shall enable a CDN solution to enable edge caching of frequently queried NP and SoR data with appropriate authentication of the requesting app/system.	Any reason for a CDN as the data is not static asset but a API response. Also its a authenticated resource.	CDN layer provides for reducing stateful connections at registry. Idea is to create scalable read replicas to minimise requirement to hit registry endpoints.
35	Page 41	Section 5.1.2	Could you explain the authentication mechanisms that should be built-in for all Network Participants? Are there any particular authentication we are looking at	Refer response to Q.24
36	Page 37		During the development of the new registry architecture, will protean continue to host the registry	Yes, the current MSP will continue to host till cutover to the new implementation by the MSP, and is under obligation to support migration.
37	Page 37		Will Protean support in the transition phase from old registry to new registry by providing a mechanism for data migration	Yes, incumbent MSP will support with access to existing database. Migration activities have to be performed by the MSP.
38	Page 36		Where is the current gateway hosted. Since the response times between Gateway and Registry has to minimal for better performance, would there be a possibility for both gateway and registry in same network	1. Current gateway is a reference implementation hosted in GCP. 2. Gateway will be like any other network participant. So there is no such constraint that gateway should be on same network as Registry.
39	Page 40	Scope of work for Managed Service Provider (MSP) No. 4.4 The MSP shall host the Registry in a secure public cloud environment or in a co-located data center while meeting the data residency requirements. Development, Testing, Pre-production, Production and a Sandbox environment for Network participants are the environments to be provisioned.	Should the BoQ be sized for all the environments or only for Production? Need clarification	Refer response to Q.16
40	General queries	NA	there is no Eligibility Criteria for the MSP or the CSP in the document Request you to please add Eligibility Criteria for MSP and CSP so that you will get some competitive bidding and MSP's can get a Healthy competition.	No change
41	General queries	NA	As there is a cloud Services requirement. So you should have asked for the Cloud Experience in the Document. Development of the Software is way different from Managing the cloud services. Please add cloud services experience points in the Technical Evaluation.	No change
42	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system	How many DR drills per year is planned and what would be the duration of each such drill? Request you to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
43	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.10 All data shall be stored in open formats such that there is no lock-in to any data platforms and ONDC has the flexibility to export and move the data to any other platform of its choice in future.	CSPs provide Managed DBs for HA, BCDR, better performance and Security, where as underlying database format can be an open sourced DB. The underlying database can be ported outside from these managed services also, Does it conform to the definition of Open format as mentioned in this clause? Request you to rephrase this to include managed services as well but making sure that it supports portability	Refer response to Q.18
44	Page 9	Profiles of key personnel	As you have asked for profiles of Project Manager and Solution Architect in the technical Evaluation. Is there will be an interview of these resources. Or Will they work onsite at your location or remote Need Clarification.	Refer response to Q.11

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45	Page 41	Scope of work for Managed Service Provider (MSP) No. 4.12 End-to-end monitoring and information security data of the Registry should be made available to ONDC via APIs for integration with the Network Health Monitoring system of ONDC.	CSPs has in-built support for monitoring, observability, logging and these are available in their respective console as well as through REST based APIs or Client libraries. Is this clause asking for exposing those APIs again to ONDC? Or, is there any specific set of APIs that are needed for this purpose? Request you to specify the actual set of monitoring APIs to be exposed to ONDC Or please rephrase so that in-built APIs from the CSP would be enough for this purpose	The RFP does not make any assumptions with respect to the capabilities existing with any specific Cloud Service Provider. If monitoring APIs are already available in the solution being proposed by the bidder, the same can be reused. If not, they have to be built to meet RFP requirements.
46	General queries	NA	As per the industry standard, the DC and DR should be at minimum 100 KMs distance and in two different seismic zones. This is to ensure that resource and services are well separated and continue to function in case of any type of natural disaster. The RFP does not have this clause mentioned anywhere and this might allow bidders to define architecture which are vulnerable to incidents of data loss or application going down for a very long time. Request you clearly specify this clause in the RFP to make it mandatory in terms of DC DR location and allow bidders to provide the right architecture for the Registry application having multiple level of redundancy built in to avoid any man made or natural disaster.	Refer response to Q.20, 21 and 22
47	Page 40	Design principles of Registry No. 2.6 Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs. Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would be attract data loss and application down time in case of any natural disaster. Request you to please change the clause as follow- Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active or active-passive disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of 5 minutes for core Registry data as well as audit data and RTO of 10 minutes is permissible, however, design must ensure near to zero downtime during switchover. In case of active-active DC and DR architecture, bidder needs to keep a warm data copy of the entire registry and audit data in a far DR location having minimum 100km distance from Primary DC or should be in a different seismic zone.	Refer response to Q.20, 21 and 22
48	Page 39	Design principles of Registry No. 2.3 Zero data loss: The Registry shall be designed to be a zero data loss platform.	While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs. Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would attract data loss and cause application down time in case of any natural disaster. Request you to please change the clause as follow- Zero data loss: The Registry shall be designed to be a near zero data loss platform.	Refer response to Q.20, 21 and 22
49	Page 40	Scope of work for Managed Service Provider (MSP) No. 4.6 The MSP shall host and manage the Registry for a period of 36 months from the date of go-live of the solution, extendable by another 24 months upon express and written approval from ONDC.	What should be the duration of the BoQ; should it be for 3 Yrs. only or for 5 Yrs.? Need clarification	Refer response to Q.16
50	58	I. FIN - 2: Commercial bid format:	We would request you to not consider the Cost of Cloud hosting or Telecom Services for the purpose of evaluation. As the same will be billed on actual consumption on a monthly basis. Moreover as the size estimates are not clearly mentioned to cater to requirement and different System Integrators may estimate it differently with different cost implication.	No change.
51	18	Clause 6: Record Keeping, Inspection and Right to Audit	Request to kindly remove the clause as the agreement signed between ONDC and MSP is not a JV or SPV agreement	No change
52	40	Clause 2.6 Disaster Recovery	The requirement of RPO of Zero is solely dependent on cloud service provider (CSP) and will be as per the standard SLAs of CSP	Refer response to Q. 2. Further, it is clarified that the Bidder shall be solely responsible for SLAs.
53	General	General	Request you to please share the current size of Registry and the current architecture. This will help in better infrastructure estimation	Please refer corrigendum
54	25	Clause 21 : Indemnity	Request you to kindly limit the Indemnity not exceeding Total Contract Value	Please refer to Clause 20.3 which limited total liability under this contract.

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55	9	8. Criteria for evaluation of technical proposals	We suggest to include clause that MSP to propose MeitY empaneled cloud that will ensure that solution will be hosted to meet the directions for adoption of cloud services that meet the minimum requirement of security, best practices, Data center tier (Tier 3 & above) etc. Request to include the minimum eligibility Criteria for CSP so that ONDC will get best hyper cloud providers who can provide require native services like managed Kubernetes, Containers, DB as services and has the flexibility of scaling up both horizontally and vertically.	No change
56	40	Design principles of Registry Zero data loss: The Registry shall be designed to be a zero data loss platform. Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	Request to elaborate with Zero Data loss & RPO of zero & Active-Active disaster recovery design. Please confirm if ONDC looking to distribute all application/registry request to distribute across 2 data centers (in different seismic zone) and both act as DR for other sites? Please confirm if ONDC looking to deploy the solution across 4 DCs (Two primary DC & two near DC to synchronously copied the DB logs to near DCs) to achieve zero data loss.	Refer response to Q. No.2
57	42	5.1.16 A log monitoring service should also be developed. This service would help ONDC to monitor the registry logs. Immutable logs of the registry to be maintained	Please clarify for how much duration logs need to store.	Refer response to Q. No. 3
58	45	The admin dashboard is to be developed for ONDC internal teams, ONDC officials and MSP.	Please clarify for how many ONDC internal users will require admin dashboard.	Refer response to Q. No. 4
59	58, 59	Fin-2 : Cost of cloud hosting or telecom services, if any, proposed by the bidder as part of their solution architecture. Such costs should be specified for each environment separately. FIN - 3: Commercial bid format: Breakup of costs for management of registry solution	Please clarify the cost of cloud hosting or telecom services to host the registry application - will MSP need to propose fixed cost for each month/year or will be provided on actual consumption basis.	Fixed cost has to be provided
60	General queries	There is no Eligibility Criteria for the MSP in the document	Request you to please add Eligibility Criteria for MSP so that ONDC will get competitive bidding and MSP's can get a Healthy competition.	No change
61	General queries	As there is a cloud Services requirement, request ONDC should include Cloud Experience in the Criteria. Development of the Software is way different from Managing the cloud services.	Please include cloud services experience points in the Technical Evaluation.	No change
62	General queries	Scope of work for Managed Service Provider (MSP) How many DR drills per year is planned and what would be the duration of each such drill?	Request you to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
63	41	No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system	Request ONDC to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
64	9	Profiles of key personnel	Profiles of Project Manager and Solution Architect in the technical Evaluation. Request to clarify will there be an interview of these resources. Or Will they work onsite at your location or remote	Refer response to Q.11
65	61	Annexure - 2: Payment terms and Service Level Agreements Payment shall be made in equal quarterly instalments totalling to Cost of management registry solution for 12 quarters post go-live of the solution (B)	Please clarify if the payment will be made in equal quarterly instalments - does it implies that MSP need to factor the cost of Infrastructure/cloud with peak load.	Refer response to Q.12
66	42	5.1.13. Registry should have the functionality to "Subscribe", "Unsubscribe" & "Resubscribe" NP and seller on record. 5.1.14. Registry should have the functionality to re-subscribe the NP through subscribe API. A flag and logs should be maintained at Registry for NP's status	As per our understanding flows should ideally originate from the participant side. Please clarify if ONDC looking for a reverse flow. Request to elaborate on this point.	Refer response to Q.13
67	42	5.1.5. Registry should support generation of signing and encryption keys and key management using PKI infrastructure.	As per our understanding the keys should be generated at the participant end and sent the public keys to the registry. Please elaborate. Please clarify is it fine to use a distributed ledger to do the public key management and associated key discovery mechanisms?	Refer response to Q.14 and 15
68		General Query -	Please clarify if ONDC open to having a proposal based on distributed ledger technologies as the backend for a scalable and resilient registry?	Refer response to Q.14 and 15
69	9	8.1 Prior experience in implementing high performance and high availability systems <ul style="list-style-type: none"> 2 credentials to be submitted Each qualifying credential shall be awarded a total of 5 marks Bidders are encouraged to provide adequate technical details of the project to assist in evaluation. 	Please elaborate what is meant by high performance and high availability systems. Request you to please share technical specification to consider as high performance. We have provided multi thread Virtual processor based systems to many customers in the Government & PSU sectors with high availability configured between virtual machines as well as between sites; Please confirm if this will be accepted against the experience criteria.	Bidders may submit credentials of prior experience that are similar to or better than the performance and availability SLAs stated for the Registry in RFP. Bidders are encouraged to provide specific details of the SLAs delivered related to their credentials for evaluation.

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70	Page 40	<p>Scope of work for Managed Service Provider (MSP)</p> <p>No. 4.4</p> <p>The MSP shall host the Registry in a secure public cloud environment or in a co-located data center while meeting the data residency requirements. Development, Testing, Pre-production, Production and a Sandbox environment for Network participants are the environments to be provisioned.</p>	<p>Should the BoQ be sized for all the environments or only for Production?</p> <p>Need clarification</p>	Refer response to Q.16
71	Page 41	<p>Scope of work for Managed Service Provider (MSP)</p> <p>No. 4.9</p> <p>An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system</p>	<p>How many DR drills per year is planned and what would be the duration of each such drill?</p> <p>Request you to provide no. of DR drills and the duration of each such drill</p>	Refer response to Q.10
72	Page 41	<p>Scope of work for Managed Service Provider (MSP)</p> <p>No. 4.10</p> <p>All data shall be stored in open formats such that there is no lock-in to any data platforms and ONDC has the flexibility to export and move the data to any other platform of its choice in future.</p>	<p>CSPs provide Managed DBs for HA, BCDR, better performance and Security, where as underlying database format can be an open sourced DB. The underlying database can be ported outside from these managed services also, Does it conform to the definition of Open format as mentioned in this clause?</p> <p>Request you to rephrase this to include managed services as well but making sure that it supports portability</p>	Refer response to Q.18
73	Page 41	<p>Scope of work for Managed Service Provider (MSP)</p> <p>No. 4.12</p> <p>End-to-end monitoring and information security data of the Registry should be made available to ONDC via APIs for integration with the Network Health Monitoring system of ONDC.</p>	<p>CSPs has in-built support for monitoring, observability, logging and these are available in their respective console as well as through REST based APIs or Client libraries.</p> <p>Is this clause asking for exposing those APIs again to ONDC?</p> <p>Or, is there any specific set of APIs that are needed for this purpose?</p>	Refer response to Q.44
74	General queries	General queries	<p>As per the industry standard, the DC and DR should be at minimum 100 KMs distance and in two different seismic zones.</p> <p>This is to ensure that resource and services are well separated and continue to function in case of any type of natural disaster.</p> <p>The RFP does not have this clause mentioned anywhere and this might allow bidders to define architecture which are vulnerable to incidents of data loss or application going down for a very long time.</p> <p>Request you clearly specify this clause in the RFP to make it mandatory in terms of DC DR location and allow bidders to provide the right architecture for the Registry application having multiple level of redundancy built in to avoid any man made or natural disaster.</p>	Refer response to Q.20, 21 and 22
75	Page 40	<p>Design principles of Registry</p> <p>No. 2.6</p> <p>Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.</p>	<p>While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs.</p> <p>Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would be attract data loss and application down time in case of any natural disaster.</p> <p>Request you to please change the clause as follow:-</p> <p>Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active or active-passive disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of 5 minutes for core Registry data as well as audit data and RTO of 10 minutes is permissible, however, design must ensure near to zero downtime during switchover. In case of active-active DC and DR architecture, bidder needs to keep warm data copy of the entire registry and audit data in a far DR location having minimum 100km distance from Primary DC or should be in a different seismic zone.</p>	Refer response to Q.20, 21 and 22

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
76	Page 39	Design principles of Registry No. 2.3 Zero data loss: The Registry shall be designed to be a zero data loss platform.	While Active-Active DR is technically possible with proper design of architecture, this clause should also consider the DR location (as mentioned above). This means that DC and DR should be physically separated in two different zones and at a distance of minimum of 100 KMs. Without highlighting the far DR location, this clause would invite architectures which can be implemented having primary DC and DR in a close proximity to achieve the desired RTO and RPO; which in turn would attract data loss and cause application down time in case of any natural disaster. Request you to please change the clause as follow:- Zero data loss: The Registry shall be designed to be a near zero data loss platform.	Refer response to Q.20, 21 and 22
77	Page 40	Scope of work for Managed Service Provider (MSP) No. 4.6 The MSP shall host and manage the Registry for a period of 36 months from the date of go-live of the solution, extendable by another 24 months upon express and written approval from ONDC.	What should be the duration of the BoQ; should it be for 3 Yrs. only or for 5 Yrs.? Need clarification	Refer response to Q.16
78	Page 32	4. Cost 4.2 Cost of Change Order 4.2.2. If a new skill set is required, the cost of such resource(s) should not be more than an equivalent resource in terms of number of years of experience for the resource for another skill set deployed during that particular time period.	This clause does not seem fair as every skill-set has its own financial implications so the number of years of experience stands as an irrelevant metric to calculate these costs by. Coming to skill set, different resources has different cost implications. Kindly clarify.	No change.
79	General queries	General queries	Kindly also provide a high level Infrastructure Architecture of the deployed solution. Understanding the existing deployment architecture will greatly help in capturing the holistic view of the existing application.	Bidders may please provide their architecture considering this as a greenfield implementation.
80	General queries	General queries	Please provide a break up of Cloud Costs How are the Cloud Infrastructure costs to be quoted, monthly, quarterly, yearly, or lump sum? Please clarify. Our recommendation is to have the payment model on a monthly basis due to the pay-as-you-go nature of Cloud.	The costs have to be quoted lumpsum for the 36 month duration. It will be paid on a quarterly basis as stated in the RFP
81	Page 45	5.4.6. Dashboard should have Role based access control (RBAC) enabled. This functionality will enable ONDC admin to authorize users by assigning privileges to roles and assigning roles to users or group	Admin dashboard: How many roles will there be?	Viewer, Editor and Administrator. Bidders may propose additional roles if found relevant.
82	Page 45	5.4.7. Dashboard should implement security features such as captcha, password complexity, automatic blocking (temporary/permanent) of user logins after a given number of unsuccessful attempts.	OTP will be sent to email addresses or mobile numbers, or both for authentication?	Either of Email or Mobile OTP is mandatory. Bidders may also propose T-OTP based solutions
83	Page 40	4.1. The MSP shall design, architect and implement the Registry in line with the design principles and design parameters defined in Section 4 - Clause 2 of the RFP.	For the final design, how many designs need to be prepared as drafts?	Bidders may prepare one architecture document for proposal encompassing all the requirements stipulated in RFP. However, the successful bidder may need to finetune the architecture post discussion with ONDC.
84	Page 42	5.1.7. During NP registration, Registry should be able to check and notify the duplication of NPs, records	What parameters should be used to check for duplication of NP registrations?	It is to be developed as part of the implementation and will evolve over time depending upon the type of NP. Various identifiers of the NPs may be used to identify duplicates which can include tax information, communication information, place of business information, etc.
85	Page 46	5.4.21. Dashboard should have the capability to send alerts and notifications to respective admins, MSP SPOCs on any change	In this case where admins need to receive notifications via SMS, email or any other source	Refer response to Q.81
86	Page 46	5.4.19. Registry monitoring dashboard should have the capability to show graphical representation of the data available	The whole data set or specific data set should be presented graphically?	All monitoring data pertaining to the Registry
87	Page 42	5.1.17. Registry should have a feature to block all wild-card access	Will Registry also have a feature to Unblock the wild-card access as well?	Yes block and unblock features will be present. Wild card access means ability to access Registry records using wild-card characters / regular expressions.
88	Page 40	4.1. The MSP shall design, architect and implement the Registry in line with the design principles and design parameters defined in Section 4 - Clause 2 of the RFP.	What is the technical Stack of Existing applications?	Existing product stack/architecture details are not relevant for the bidder as they will not be re-used and bidder has to propose their own solution stack.
89	Page 40	4.1. The MSP shall design, architect and implement the Registry in line with the design principles and design parameters defined in Section 4 - Clause 2 of the RFP.	What is the Size of Database and which database is there to migrate?	Please refer corrigendum

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
90	9	8. Criteria for evaluation of technical proposals	We suggest to include clause that MSP to propose MeitY empaneled cloud that will ensure that solution will be hosted to meet the directions for adoption of cloud services that meet the minimum requirement of security, best practices, Data center tier (Tier 3 & above) etc. Request to include the minimum eligibility Criteria for CSP so that ONDC will get best hyper cloud providers who can provide require native services like managed Kubernetes, Containers, DB as services and has the flexibility of scaling up both horizontally and vertically.	No change
91	40	Design principles of Registry Zero data loss: The Registry shall be designed to be a zero data loss platform. Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	Request to elaborate with Zero Data loss & RPO of zero & Active-Active disaster recovery design. Please confirm if ONDC looking to distribute all application/registry request to distribute across 2 data centers (in different seismic zone) and both act as DR for other sites? Please confirm if ONDC looking to deploy the solution across 4 DCs (Two primary DC & two near DC to synchronously copied the DB logs to near DCs) to achieve zero data loss.	Refer response to Q. No.2
92	42	5.1.16 A log monitoring service should also be developed. This service would help ONDC to monitor the registry logs. Immutable logs of the registry to be maintained	Please clarify for how much duration logs need to store.	Refer response to Q. No. 3
93	45	The admin dashboard is to be developed for ONDC internal teams, ONDC officials and MSP.	Please clarify for how many ONDC internal users will require admin dashboard.	Refer response to Q. No. 4
94	58, 59	Fin-2 : Cost of cloud hosting or telecom services, if any, proposed by the bidder as part of their solution architecture. Such costs should be specified for each environment separately. FIN - 3: Commercial bid format: Breakup of costs for management of registry solution	Please clarify the cost of cloud hosting or telecom services to host the registry application - will MSP need to propose fixed cost for each month/year or will be provided on actual consumption basis.	Fixed cost has to be provided
95	General queries	There is no Eligibility Criteria for the MSP in the document	Request you to please add Eligibility Criteria for MSP so that ONDC will get competitive bidding and MSP's can get a Healthy competition.	No change
96	General queries	As there is a cloud Services requirement, request ONDC should include Cloud Experience in the Criteria. Development of the Software is way different from Managing the cloud services.	Please include cloud services experience points in the Technical Evaluation.	No change
97	General queries	Scope of work for Managed Service Provider (MSP) How many DR drills per year is planned and what would be the duration of each such drill?	Request you to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
98	41	No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system	Request ONDC to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
99	9	Profiles of key personnel	Profiles of Project Manager and Solution Architect in the technical Evaluation. Request to clarify will there be an interview of these resources. Or Will they work onsite at your location or remote	Refer response to Q.11
100	61	Annexure - 2: Payment terms and Service Level Agreements Payment shall be made in equal quarterly instalments totalling to Cost of management registry solution for 12 quarters post go-live of the solution (B)	Please clarify if the payment will be made in equal quarterly instalments - does it implies that MSP need to factor the cost of Infrastructure/cloud with peak load.	Refer response to Q.12
101	42	5.1.13. Registry should have the functionality to "Subscribe", "Unsubscribe" & "Resubscribe" NP and seller on record. 5.1.14. Registry should have the functionality to re-subscribe the NP through subscribe API. A flag and logs should be maintained at Registry for NP's status	As per our understanding flows should ideally originate from the participant side. Please clarify if ONDC looking for a reverse flow. Request to elaborate on this point.	Refer response to Q.13
102	42	5.1.5. Registry should support generation of signing and encryption keys and key management using PKI infrastructure.	As per our understanding the keys should be generated at the participant end and sent the public keys to the registry. Please elaborate. Please clarify is it fine to use a distributed ledger to do the public key management and associated key discovery mechanisms?	Refer response to Q.14 and 15
103	General Query	General Query	Please clarify if ONDC open to having a proposal based on distributed ledger technologies as the backend for a scalable and resilient registry?	Refer response to Q.14 and 15
104	6	Section 1 - Instructions to Bidders Soft copy of password protected Technical and Commercial Proposal to be emailed to: procurement@ondc.org	Kindly confirm when to share the technical proposal password as it is not mentioned in the RFP document.	ONDC does not have any requirement to password protect the technical proposal. However, bidders may use password protection in which case password needs to be shared immediately after the deadline for bid submission.
105	7	Section 1 - Instructions to Bidders The commercial bids of technically qualified Bidders will be opened on 12th June, 2023 at 15:00 IST	We understand that Technical bid opening will be on 12th June, 2023 at 15:00 IST after that the commercial bids of technically qualified Bidders shall be opened. Please confirm.	Updated

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
106	38	Section 4 - Figure 1	Automatic DR cutover - based on what parameters ? Any business parameters.?	It is to be developed as part of implementation by the bidder in consultation with ONDC.
107	42	Section 4.5.1.17 Registry should have a feature to block all wild-card access	Requirement mentions blocking wildcard access, kindly mention the definition of wildcard accesses?	Refer response to Q.87
108	Section 4, Page 36	It is responsible for registering and whitelisting participants in the ONDC platform. This involves verifying the identity and credentials of the participant, and adding them to a list of approved entities that are allowed to access the platform. It ensures that only authorised entities are able to access the network and participate in transactions on the ONDC.	1. How the registering and whitelisting is being done in current scenario? 2. Is there a workflow required to be implemented (depending upon the complexity of the network) for verifying the identity and credential of the Participant?	1. Details of Current process is not required as it is in manual. 2. Yes
109	Section 4.2.1, Page 37	API layer - The Registry will follow an API first design philosophy. It provides three APIs - the Subscribe, Lookup and Vlookup APIs at present which enable Network Participants to be added to the Registry and querying of Network Participant and Seller on Record data. The API layer shall expose the end points to be accessed via the ONDC Gateway(s) after due authentication of incoming requests. The existing APIs may be enhanced further and new APIs may also be added during the course of this contract based on emerging business requirements of ONDC.	As we understand that the Registry API will accessed via the Gateway component, please provide more details around the implementation of Gateway, How is the Gateway implemented? is there any Rate limiting, throttling and other features enabled at Gateway level to control the inbound traffic to Registry? Is the implementation of API gateway in the scope of MSP? Do ONDC plans to use the current Gateway and enhance it as per the solution or MSP has to propose the gateway by its own? Incase the existing gatewar is utilized then please provide the technical details of the gateway?	1. ONDC Gateway is different from the API Gateway of Registry. Implementation of API Gateway for Registry is in scope of MSP. 2. Implementation details of ONDC Gateway are not relevant for the current RFP as it is to be treated as another network participant. ONDC Gateway architecture will evolve over time.
110	Section 4, Page 40	Scope of work for Managed Service Provider (MSP)	We recommend to add the scope of leveraging the DevOps technologies to implement CI/CD pipelines for automated services/application deployment in different environments to setup the deployment process as per the industry standards. RFP does not have this scope. Please clarify.	Bidder can propose as part of their technical proposal
111	Section 4, Page 40	The MSP shall migrate the data from the existing registry for all the three environments - sandbox, pre-production and production	Please share the high level volumes and type of the data to be migrated	Details added in the corrigendum
112	Section 4, Page 40	The MSP shall prepare a transition plan for the deployment to the new registry application with a defined downtime	What is the scope and duration of transition phase? How exactly upgradation and maintenance of existing solution coincide with the new design registry solution? Will there be any overlap before the cutover?	There is no upgradation and maintenance of existing solution.
113	Section 8. Criteria for evaluation of technical proposals, Page 9	Profiles of key personnel ● Project Manager - 7 marks ○ Minimum 10 years of experience in managing technology projects ○ Must be PMP/Agile/ SAFe/Scrum certified	Please add togap in the certification as well	No change
114	Section 8. Criteria for evaluation of technical proposals, Page 9		Please provide the sagregation of the marks for the Recent 3 projects, Understanding of project requirements and Presentation on overall understanding of the requirements and implementation methodolog	No change
115	Section 8.4, Page 10	Implementation plan including plan for transition from the existing system and plan for ongoing support to meet the service levels specified	What are the timelines of the transition phase. When is the current vendor contract ending ? Is maintaining the existing Registry till the go-live part of the scope or it will be parally supported by the current vendor?	Bidder's scope does not include maintaining the current Registry solution.
116	Section 3.1, Page 16	3.1. The scope of this agreement shall cover design, development and implementation of the Registry solution and its support and maintenance for a duration as specified in Section 4 - Terms of Reference.	Will the technology platform be same used in the new contract?	No. Bidder has to propose the new design which can meet the requirements stated in the RFP.
117	Section 3.2, Page 16	Project Manager. The Parties shall each appoint a Project Manager to serve as the primary point of contact and who has authorization to make any operational decisions required in connection with MSP's obligations under this Agreement.	ONDC to confirm if any invision of the team size or structure for the implementation of the solution	No such requirement. Bidder can propose team size and structure to deliver the outcomes within the expected timelines.
118	Section 4.1, Page 36	M/s Protean has been supporting both of these integral components as per the requirements of ONDC.	1. When is the M/s Protean contract is ending? 2. Is there any other reason why ONDC wants to change the M/s Protean contract? 3. is there any possibility to extend the M/s Protean contract?	1. Query not relevant 2. No 3. Query not relevant.

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
119	Section 4.1, Page 36	M/s Protean has been supporting both of these integral components as per the requirements of ONDC.	A. Who is owning the provisioning infrastructure? B. Where is the DR in the existing solution? C. Can a demo be arranged with current vendor to understand the current architecture and design?	A. Current MSP b. It is hosted on Google Cloud Platform c. No
120	Section 4.4, Page 36	The MSP shall host the Registry in a secure public cloud environment or in a co-located data centre while meeting the data residency requirements.	Any preference to the co-location DCs ? Will this be on the meity empanelled vendors? It is advisable to restrict either on the Public cloud or to the colocation DCs. For the level playing field , it should be meity empanelled cloud.	No change
121	Section 4.6, Page 36	The MSP shall host and manage the Registry for a period of 36 months from the date of go-live of the solution, extendable by another 24 months upon express and written approval from ONDC.	We understand MSP shall maintain and upgrade the existing registry solution. Enhancements and design upgradation shall be on the current solution. Please confirm.	Bidder should consider this as a greenfield implementation
122	Section 4.13, Page 41	The MSP shall set up a technical helpdesk for L1/L2/L3 support of ONDC and Network Participants on 16x7x365 basis with respect to application monitoring, troubleshooting and fixing bugs and defects in the ONDC Registry Software from time to time. At any given point in time, during the support window of 16x7x365, there shall be at least 2 individuals managing the L1 technical support.	Is there a helpdesk/ticketing solution already in place where manpower needs to be deployed or the implementation of helpdesk/ticketing module is also part of the scope?	1. There is no solution in place today. 2. Yes, solution implementation is part of scope
123	Section 5.4.5, Page 45	The admin dashboard is to be developed for ONDC internal teams, ONDC officials and MSP. The dashboard will have the following features:	How many officials to be covered for the dashboard? Can Admin generate dyanmic customized webpages and Dashboard at runtime for users?	1. Refer response to Q.4 2. ONDC's requirements are provided in RFP. Bidder can make value added suggestions if relevant.
124	Section 5.4.6, Page 45	Dashboard should have Role based access control (RBAC) enabled. This functionality will enable ONDC admin to authorize users by assigning privileges to roles and assigning roles to users or group	What would be the user count for PIM/ PAM (Priviledged Identity Management / Priviledged Access Management)	Refer response to Q.4
125	Section 5.4.13, Page 46	Dashboard shall have the ability to send email and SMS notifications to users regarding issue status or any other information	We understand ONDC shall provide the sms gateway and email gateway and MSP has to integrate in the proposed solution. Please confirm	Refer response to Q.4. Bidder is required to provision the same in their bid.
126	Section 5.5.1, Page 47	Request for Proposals for upgrade and maintenance of ONDC Registry Page 46 of 114	PLease confirm if ONDC is planning to host the application in Meity empanelled cloud service provider and DC/ DR should be in different sieismic zone. Our suggestion is that if above understanding is correct then RTO should be 30 min and RPO should be zero min.	No change. ONDC has no such preference.
127	Section Annexure - 1:FIN - 2, Page 58	Commercial bid format: Breakup of costs for implementation of registry solution	Based on our past industry experience we recommend to keep one costing category for Professional services from the OEMs, support might be required as and when required to deliver quality/speedy work as per the products best practice	Bidders can add additional cost heads as per their delivery arrangements with OEM. The commercial bid format provides the facility to add rows if needed.
128	Annexure - 2: Payment terms and Service Level Agreements, Page 61	Cost of implementation of registry solution (A) Upon acceptance of the registry design document by ONDC 10% of Cost of implementation of registry solution (A) Upon completion of UAT and sign-off by ONDC 30% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC 50% of Cost of implementation of registry solution (A) Completion of knowledge transfer and acceptance by ONDC of transition report followed by closure of contract 10% of Cost of implementation of registry solution (A)	PLease change the payment terms to below: Cost of implementation of registry solution (A) Upon acceptance of the registry design document by ONDC 10% of Cost of implementation of registry solution (A) Upon completion of UAT and sign-off by ONDC 50% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC 20% of Cost of implementation of registry solution (A) Completion of knowledge transfer and acceptance by ONDC of transition report followed by closure of contract 20% of Cost of implementation of registry solution (A)	No change
129	Annexure - 3: Current architecture of Registry, Page 71	Domain Verification: The subscriber's URL is verified as part of the subscription process. This process can ensure that the subscriber_id corresponds to a specific domain, and that the subscriber has control over that domain. It also provides a way for the system to confirm that the subscriber is who they claim to be, and that the domain is being used for legitimate purposes	What is the expected process to validate the Domain of the Subscriber or the ownership of the mentioned URL?	Refer clause 5.1.19 of the RFP
130	Annexure - 3: Current architecture of Registry, Page 74	High Level Architecture: Presentation Layer	As we understand no user will be accessing the Registry through any frontend, here the interface will be only the API interface to access Registry, web interface to be developed for Admin only. Please confirm	Yes

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
131	Annexure - 3: Current architecture of Registry, Page 73	Validate Network Participant: Another level of validation is city code validation, This can be used to confirm that the network participant is physically located in a specific city, this information can be used to determine the correct time zone, currency, or other data relevant to the application.	As the time zone and currency is not fixed, is it expected from this platform to be used outside India as well?	Yes, it may be used from outside India also.
132	Section 2.2.4, Page 38	The authentication and authorization layer must cater to API authentication, user authentication and machine authentication as the case may be.	What is machine authentication refers here?	Authentication of specific devices/servers
133	Section 2.2.4, Page 38	Monitoring and management services - This will comprise a set of components to monitor the performance and availability of the entire Registry stack on a real time basis. This will also report data to the ONDC Network Health Monitoring dashboard which will be accessible to the public at large. Such monitoring data of Registry shall be made available through APIs or any other mechanism determined by ONDC as part of the design of the Network Health Monitoring system.	What are the matrixes which need to be monitored and how this should be fed to the public domain	1. See 5.4.17.1 to 5.4.17.8 of RFP. 2. As stated in the reference clause, data is to be made available through APIs or any other mechanism determined by ONDC as part of the design of the Network Health Monitoring system.
134	Section 2.2.7, Page 39	Infrastructure layer - This layer will include the cloud hosting infrastructure along with the automated disaster recovery and business continuity cutovers	Is There Any Automated disaster recovery available at service provider	No
135	Section 2.4, Page 39	For peer to peer communications, given that different network participants may be following different encryption methods, the Registry must hold the details of the encryptions standards followed by each NP. In such cases, the Registry will need to support look up of the relevant encryption standard of a NP and adopt the corresponding standard for peer to peer communication with the NP. The MSP is required to propose a suitable architecture for supporting multiple encryption keys in the Registry. Requirements for implementing data vaults may be evaluated and proposed by the MSP if needed and Registry shall be designed to support the same.	In case the encryption mechanism of any NP is found not as per the standards, can we mandate the use of ONDC's architecture/standards to be followed by NPs for secure communication	NPs have to follow ONDC standards to be part of the network.
136	Section 4.1 (Introduction), Page 36	1. On board a new entity on to the network	What is the onboarding process? Online/Offline.	Please see https://ondc.org/ondc-how-to-join/
137	Section 4.1 (Introduction), Page 36	1. On board a new entity on to the network	Is There any option for Self Onboarding or only ONDC users can onboard new entity.	Please see https://ondc.org/ondc-how-to-join/
138	Section 4.1 (Introduction), Page 36	1. On board a new entity on to the network	What are the criteria for onboarding - Only Firm/company can be onboarded or individual entity can also be onboarded	Please see https://ondc.org/ondc-how-to-join/
139	Section 4.1 (Introduction), Page 36	At present, ONDC registry is hosted by M/s Protean on Google Cloud Platform virtual machines and uses PostgreSQL as the persistent storage platform	IS ONDC Open to change the Hosting & DB? Google Cloud Platform virtual machines and PostgreSQL will only be used.	Bidders are expected to propose their solution stack.
140	Section 5.1.1, Page 41	Registry must have the data set available required to authenticate an NP. Following NP types would be registered in the registry and the list may get extended later: 5.1.1.1. Buyer App 5.1.1.2. Seller App 5.1.1.3. Gateway 5.1.1.4. Technology Service Provider (TSP) 5.1.1.5. Reconciliation Service Provider (RSP) 5.1.1.6. Online Dispute Resolution Service Provider (ODRSP) 5.1.1.7. Scoring Service providers (SSP) 5.1.1.8. Settlement agencies (SA) 5.1.1.9. Certification Agency (CA)	Please elaborate more about these Network Participants (NPs). Is API Available for Integration for these NPs? 5.1.1.4. Technology Service Provider (TSP) 5.1.1.5. Reconciliation Service Provider (RSP) 5.1.1.6. Online Dispute Resolution Service Provider (ODRSP) 5.1.1.7. Scoring Service providers (SSP) 5.1.1.8. Settlement agencies (SA) 5.1.1.9. Certification Agency (CA)	Please see https://ondc.org/network-participants/ . As the network is evolving, more information will be made available in coming days.

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
141	Section 5.6.1, Page 47	The MSP shall migrate the data from the existing registry for all the three environments - staging, pre-production and production.	Can we know the volume of data to be Migrated? Also the Data Types to be migrated. Is there Any Migration Process (Manual or API). Any Change in Data with all three environment staging, pre production and production.	Details added in the corrigendum
142	Section 4 :Terms ofReference, Page 36	The number of network participants (NP) is expected to grow from 50 (fifty) to 1,000 (One thousand) over a period of 5 years. Correspondingly, the number of Sellers on Record (SoR) are expected to grow from 25,000 (twenty five thousand) to 1,250,000 (One million two hundred and fifty thousand) over the next five years. The solution should be scalable to cater to the expected growth in NPs and SoR.	Can we assess the performance of the existing solution to understand the challenges and issues in terms of scalability and thinking of to-be design?	Existing solution design is not relevant as the new design is a green field implementation. Bidders are encouraged to design from first principles.
143	Section 2.6, Page 40	Disaster recovery:	It is mentioned that DR will be in active -active? Please confirm how DC - DR hosting strategy to have active -active .	Bidder to propose their architecture as part of Technical Proposal.
144	Section 4.1 - Terms of Reference: Introduction, Page 36		Method to verify identity of network participant?	Refer response to Q.24
145	Section 4.2.2 - Multi-tiered architecture: API Layer, Page 37		How to authenticate incoming request on the API layer?	Refer response to Q.24
146	Section 4.2.5 - Data residency, Page 39		Registry will be hosted on which public cloud infrastructure?	Bidder can propose any hosting environment as long as it meets the solution requirements and SLAs.
147	Section 5.1.17, Page 42		What are the wild-card access need to blocked by registry?	Refer response to Q. 87
148	Section 5.4.17, Page 46		Business Rule or formula to calculate all the registry related metrics as follows, 1. API calls latency along with Response time 2. Throughput 3. Availability - Uptime & Downtime of Registry 4. CPU, RAM and Storage Usage 5. Volume of API calls	To be developed by Bidder in consultation with ONDC as part of implementation
149	Annexure - 3: Page -76	Current architecture of Registry D. Deployment Architecture.	Please share the application and database sizing in terms of VMs, cores, RAM, storage	Sizing is to be done by the bidder as per their solution design.
150	Section 4, clause 4.2 Page -47	Terms of References clause 4.2 Scope of work for managed service provider The MSP shall migrate the data from the existing registry for all the three environments - sandbox, pre-production and production.	Please share the number of tables and records to be migrated	Details added in the corrigendum
151	Section 4- Clause 2.6, Page -40	Terms of Reference - Clause 2.6 Disaster Recovery	Is there a minimum distance to be considered between DC and DR site or any other specification?	No
152	Section 4-clause 4.2, Page -40	Terms of References clause 4.2 Scope of work for managed service provider The MSP shall host the Registry in a secure public cloud environment or in a co-located data centre while meeting the data residency requirements. Development, Testing, Pre-production, Production and a Sandbox environment for Network participants are the environments to be provisioned.	a) Assuming in DR site only production environment needs to be setup. Please confirm b) Assuming DR infrastructure sizing will be 100% of production environment in DC. Please confirm c) Is there a minimum infrastructure sizing to be factored for non-prod environments? For eg infrastructure sizing for pre-prod environment must be at least 50% of production environment	As stated in the RFP, ONDC expects the solution to be active across multiple DC. However, the bidders may propose a better model aligned to the requirements as mentioned in the RFP which optimises cost and ensure continuous availability of services
153	3. Timelines and associated liquidated damages, if any, Page -63	Timelines and associated liquidated damages	The timeline of T+18 weeks until go-live is too stringent, given that the entire registry has to be revamped. Hence request to extend the timeline to T+36 weeks.	No change
154	4. Solution SLAs and associated liquidated damages Page -64	Process to capture data or measure the parameter. The monitoring script shall be executed once every minute from the SLA monitoring server.	Is the existing and SLA monitoring tool bespoke developed or is it a 3rd party tool and can the same be leverage? If it is a 3rd party tool then please share the tool details	There is no tool existing at present
155	8. Criteria for evaluation of technical proposals. Page -9		We suggest to include clause that MSP to propose MeitY empanelled cloud that will ensure that solution will be hosted to meet the directions for adoption of cloud services that meet the minimum requirement of security, best practices, Data center tier (Tier 3 & above) etc. Request to include the minimum eligibility Criteria for CSP so that ONDC will get best hyper cloud providers who can provide require native services like managed Kubernetes, Containers , DB as services and has the flexibility of scaling up both horizontally and vertically.	No change. ONDC has no such preference.
156	Design principles of Registry Zero data loss: Disaster recovery: Page - 40	Zero data loss: The Registry shall be designed to be a zero data loss platform. Disaster recovery: The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	Request to elaborate with Zero Data loss & RPO of zero & Active-Active disaster recovery design. Please confirm if ONDC looking to distribute all application/registry request to distribute across 2 data centres (in different seismic zone) and both act as DR for other sites? Please confirm if ONDC looking to deploy the solution across 4 DCs (Two primary DC & two near DC to synchronously copied the DB logs to near DCs) to achieve zero data loss.	Refer response to Q.2
157	5.1.16 A log monitoring service should also be developed. Page -42	A log monitoring service should also be developed. This service would help ONDC to monitor the registry logs. Immutable logs of the registry to be maintained.	Please clarify for how much duration logs need to store.	Refer response to Q.3
158	The admin dashboard is to be developed for ONDC internal teams, ONDC officials and MSP. Page - 45		Please clarify for how many ONDC internal users will require admin dashboard.	Refer response to Q. No. 5

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
159	Fin-2 : Cost of cloud hosting or telecom services, if any, proposed by the bidder as part of their solution architecture. Such costs should be specified for each environment separately. FIN - 3: Commercial bid format: Breakup of costs for management of registry solution. Page - 58 , 59		Please clarify the cost of cloud hosting or telecom services to host the registry application - will MSP need to propose fixed cost for each month/year or will be provided on actual consumption basis.	Refer response to Q. No. 6
160	General queries		There is no Eligibility Criteria for the MSP in the document , Request you to please add Eligibility Criteria for MSP so that ONDC will get competitive bidding and MSP's can get a Healthy competition.	No change
161	General queries		As there is a cloud Services requirement, request ONDC should include Cloud Experience in the Criteria. Development of the Software is way different from Managing the cloud services. Please include cloud services experience points in the Technical Evaluation.	No change
162	Scope of work for Managed Service Provider (MSP)		How many DR drills per year is planned and what would be the duration of each such drill? Request you to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
163	No. 4.9 An annual DR drill shall be performed to verify the disaster readiness of the overall Registry system. Page -41		Request ONDC to provide no. of DR drills and the duration of each such drill	Refer response to Q.10
164	Profiles of key personnel. Page -9		Profiles of Project Manager and Solution Architect in the technical Evaluation. Request to clarify will th	Refer response to Q.11
165	Annexure - 2: Payment terms and Service Level Agreements Payment shall be made in equal quarterly instalments totalling to Cost of management registry solution for 12 quarters post go-live of the solution (B). Page - 61	Payment terms and Service Level Agreements Payment shall be made in equal quarterly instalments totalling to Cost of management registry solution for 12 quarters post go-live of the solution (B)	Please clarify if the payment will be made in equal quarterly instalments - does it implies that MSP need to factor the cost of Infrastructure/cloud with peak load.	Refer response to Q.12
166	5.1.13. Registry should have the functionality to "Subscribe", "Unsubscribe" & "Resubscribe" NP and seller on record. 5.1.14. Registry should have the functionality to re-subscribe the NP through subscribe API. A flag and logs should be maintained at Registry for NP's status. Page - 42		As per our understanding flows should ideally originate from the participant side. Please clarify if ONDC looking for a reverse flow. Request to elaborate on this point.	Refer response to Q.13
167	5.1.5. Registry should support generation of signing and encryption keys and key management using PKI infrastructure. Page -42		As per our understanding the keys should be generated at the participant end and sent the public keys to the registry. Please elaborate. Please clarify is it fine to use a distributed ledger to do the public key management and associated key discovery mechanisms?	Refer response to Q.13 and Q.14
168	General Query -		Please clarify if ONDC open to having a proposal based on distributed ledger technologies as the backend for a scalable and resilient registry?	Refer response to Q.13 and Q.14
169	General		Please elaborate on deliverables sign off process.	Will be signed off after review and approval from ONDC's internal stakeholders.
170	Proposal evaluation shall be confidential and ONDC reserves the right to not disclose details of the evaluation and proceedings of the Bid Evaluation Committee to bidders. Page -7		Is this QCBS Proposal or L1 or RA ? Please confirm	QCBS. Please refer RFP for more details.
171	The presentation shall only be done by the key personnel who will be deployed on the project. Page -7		We request you to please delete this clause	No change
172	1. Prior experience in implementing high performance and high availability systems ● 2 credentials to be submitted ● Each qualifying credential shall be awarded a total of 5 marks. Page-9		Please define high performance and high availability in terms of quantitative numbers	Please refer to response to Q.68. Bidders may also refer to the SLA section of the RFP. Prior experience which meets or exceeds the SLAs specified for the Registry will be considered against this criteria.
173	2.2.5. Perimeter security layer - Page -38	Perimeter security layer - This layer will contain perimeter security devices that will include Web Application Firewall, L3 firewalls, Advanced Threat Protection and on premise DDoS protection. In addition, DDoS services will also be obtained through the Telecom Service Provider.	We recommend you to include cloud native SIEM solution for end to end transaction tracing as the proposed solution will have financial transactions as well as PII information which will be stored in the system.	Bidder can propose as part of their solution stack.
174	2.3. Zero data loss: The Registry shall be designed to be a zero data loss platform. Page -39		Can you elaborate the zero data loss, It is from the MSP side or cloud provider side? What all areas does it covers like - Block storage, BLOB storage and databases?	Refer response to Q.2

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
175	2.6. Disaster recovery. Page -40	The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active-active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover	Zero RPO can only be given in case of near DR, in case of far DR please allow 5min RPO. In case of major city down, near DR will not work. Active-Active is an high availability architecture and does not meet the DR criteria. Hence a far DR should be allowed with 5min RPO given the criticality of the application.	Refer response to Q.2
176	2.4. Data security: Page - 39	Data security: Considering that the Registry will be primarily sharing data over the internet with Network Participants, the minimum encryption standard for the Registry shall be ECDH (Elliptic-curve Diffie-Hellman) using X25519 or better encryption curves.	Requesting you to kindly add Data Governance framework with Cloud native solution - To make sure that there is no tempering of the data and data sources.	Bidder can propose as part of their solution stack.
177	2.2.5. Perimeter security layer - Page -38	Perimeter security layer - This layer will contain perimeter security devices that will include Web Application Firewall, L3 firewalls, Advanced Threat Protection and on-premise DDoS protection. In addition, DDoS services will also be obtained through the Telecom Service Provider.	A.Please provide throughput of firewall, WAF and DDoS for sizing the solution.	Bidder to size based on the throughput requirements stated in the RFP.
178	4.12. End-to-end monitoring and information security data of the Registry should be made available to ONDC via APIs for integration with the Network Health Monitoring system of ONDC. Page - 41		Please clarify from where the SOC Operations will be carried out? Can Bidder will run the operation from their premise?	Bidder can operate from their own premises
179	5.4.6. Dashboard should have Role based access control (RBAC) enabled. Page -45	Dashboard should have Role based access control (RBAC) enabled. This functionality will enable ONDC admin to authorize users by assigning privileges to roles and assigning roles to users or group.	Kindly confirm the no. of internal and external users.	Refer response to Q.4
180	5.4.9. Portal should support HTTPS protocol on Secure Socket Layer (SSL). Page -45		Please confirm the cost of SSL certificates will be done by the department?	Bidder has to include in the cost of proposal
181	19.1 MSP has taken insurance by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the MSP believes to be prudent and customary in the businesses in which MSP is engaged. Page - 24		The types of insurance coverage and limits required have not been specified. We suggest the insurance policies - Commercial General Liability, Errors and Omissions and Cyber Insurance with limits of INR 5Cr per occurrence and in the aggregate	In connection with the provision of the Services, the Managed Service Provider must have and maintain: a) for the Term, valid and enforceable insurance coverage for: i. Commercial General liability; ii. professional indemnity; iii. Errors and Omissions; iv. workers' compensation as required by law. v. Cyber Risk Insurance b) The above insurance policies shall be for appropriate values so as to cover risks of MSP under this Agreement
182	1. Vlookup: An API that handles requests related to retrieving subscriber information and network participant information would require an authentication mechanism to ensure that only authorised users are able to access this information. 2. An API that retrieves subscriber information but does not have any authentication mechanism in place. Page - 72		Please explain the difference between a subscriber and a Network Participant	Subscriber can be a network or a ecosystem participant
183	Presentation Layer: Page -74	Presentation Layer: - The presentation layer is the interface through which users interact with the registry. It is responsible for presenting the information stored in the registry to the user, as well as receiving and validating requests from the user. - The presentation layer would receive requests from the user, validate them to ensure that they are properly structured and contain all necessary information, and then pass them on to the registry. The registry would then process the request and return the requested information to the presentation layer, which would in turn present it to the user. - The presentation layer can also include additional functionality, such as authentication and authorisation, to ensure that only authorised users are able to access the registry and that they are only able to perform actions that they are permitted to perform.	Please confirm our understanding that development of front end is not in Scope of this RFP. The request from the presentation layer will be received and the request will be processed by the backend and the result will be shared back to the presentation layer.	Refer to response of Q. 130

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
184	Database: - The database is responsible for storing the data that is managed by the registry. - The database stores the data in tables, with each table representing a different entity or type of information. For example, there might be tables for storing information about network participants, sellers, and transactions. - Refer to Section 2 [Database Design] for more details. Page -75		Please clarify if there is un-structured data to be stored. If it is to be stored then specify the various types and the quantity.	Please refer to response to Q.111
185	5.1.5. Registry should support generation of signing and encryption keys and key management using PKI infrastructure. Page 42		Please confirm our understanding that PKI will be bought in by the MSP	Yes
186	The Registry plays a pivotal role in discovering Network Participants ("NP") and Sellers on Record ("SoR") on ONDC network so that they can perform e-commerce transactions digitally. The Registry hosts verified, up-to-date data of the NPs and SoR and enables the buyer and seller apps to perform querying post authentication of their signatures. Page -36		Please confirm our understanding the procurement of digital signature by the MSP for any of the actors is not in scope of this RFP.	Procuring digital signatures for NPs is not in scope.
187	These APIs are used by the network participants to get details about other network participants in the network. Currently there are 2 main use cases in which these APIs are used ● By gateways and/or adapters for search details about network participants ● By network participants to querying existing details. Page -110		Please provide a business use case for 1. By Gateway 2. By Adaptor	Please refer to ONDC documentation available at https://github.com/ONDC-Official
188	The existing APIs may be enhanced further and new APIs may also be added during the course of this contract based on emerging business requirements of ONDC. Page - 37		Can you specify the approx. number of APIs and high level of specifications for each of those APIs to be developed. This information is required to estimate the team sizes for development and maintenance.	ONDC has articulated the use cases for registry including the participants which will be interfacing with the application. Bidders may design basis their understanding and propose an implementation model including the number of APIs
189	Registry should have the functionality of whitelisting of both Subscriber ID and NP Type (Buyer App, Seller app, Logistics, RSP, Gateway, TSP) 5.1.12.1. Only the whitelisted subscriber IDs of the NPs shall be allowed to update the records in the registry. An automated process needs to be defined by the MSP for the enabling whitelisting and verification. Whitelisting will be carried out for subscriber ID. Page -42		1. What do you mean by white list in this context, please explain with an example. 2. Please explain this requirement with an user story /use case	The Registry records should be updatable only by NPs who are whitelisted. In case any NP is not whitelisted or has been suspended they cannot update their registry records.
190	5.1.10. 5.1.11. Page -42	Registry should be able to verify Network Participant's GSTIN and PAN. Registry should be able to verify Network Participant's IFSC code and Bank account number. ONDC shall provide the API to the MSP to verify the IFSC and Bank account number.	Please confirm our understanding that the MSP will be only responsible for integration with GSTN, PAN, Banking systems and other third party systems. The department will bear all the costs (CAPEX and OPEX) related to integration to all the third party systems, if any.	RFP clause is self explanatory. Any charge levied by the Govt for verification of the credentials will be borne by ONDC
191	4.13. Page - 41	The MSP shall set up a technical helpdesk for L1/L2/L3 support of ONDC and Network Participants on 16x7x365 basis with respect to application monitoring, troubleshooting and fixing bugs and defects in the ONDC Registry Software from time to time. At any given point in time, during the support window of 16x7x365, there shall be at least 2 individuals managing the L1 technical support.	"Please provide the following information 1. Please confirm that the seating space for the L1/L2/L3 support resources will be provided by the department 2. Please confirm that the L1 support team will communicate in English only. 3. Please confirm that phones, toll free numbers, internet connectivity for L1, that is the technical helpdesk team will be provided by the department."	1. Support team can operate from Bidders premises 2. English 3. This has to be provisioned by Bidder and costs should be specified in the commercial bid
192	Page -40	The MSP shall migrate the data from the existing registry for all the three environments - sandbox, pre-production and production.	1. Please specify how much data is currently there which is to be migrated. 2. Also specify how much data is structured and how much is unstructured.	Please refer to response Q.111

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
193	Section 5.1, Page -41	5.1. The functional requirements of the registry are detailed below: 5.1.1. Registry must have the data set available required to authenticate an NP. Following NP types would be registered in the registry and the list may get extended later: 5.1.1.1. Buyer App 5.1.1.2. Seller App 5.1.1.3. Gateway 5.1.1.4. Technology Service Provider (TSP) 5.1.1.5. Reconciliation Service Provider (RSP) 5.1.1.6. Online Dispute Resolution Service Provider (ODRSP) 5.1.1.7. Scoring Service providers (SSP) 5.1.1.8. Settlement agencies (SA) 5.1.1.9. Certification Agency (CA)	Kindly provide the definitions of each of the participants and also their purpose to interact with the platform. This information is required to understand the functional aspect of the platform wrt the proposed solution.	Please refer to https://ondc.org/learn-about-ondc/ Please also study ONDC strategy and public consultation documents published at https://ondc.org/learn-about-ondc/
194	Page - 63	Submission of detailed design document T+6 weeks.	Kindly Increase this timeline from 6 weeks to minimum 12 weeks	No change
195	Page - 63	Submission of the UAT plan with detailed test cases and test data T+12 weeks.	Please increase this timeline by 4 weeks minimum, that is T+16	No change
196	Page-63	Performance testing and benchmarking of system prior to go-live and necessary fine-tuning: T+18 weeks.	Please increase this time line to 24 weeks	No change
197	1.3 Confidential Information. Page -13	1.3. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or observed by, a Party including its affiliated companies, directors, officers and employees (all of the foregoing collectively referred to as "Recipient's Representatives"), from the Disclosing Party and its affiliated companies, relating to the business, products or services of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, whether marked confidential or not. Confidential Information includes but not limited to: 1.3.1. any Proprietary Information; 1.3.2. Information relating to the business or any of the products or services offered by or through Disclosing Party and their manufacture, sale or use, including financial statements, costs and expense data, marketing and consumer data, production data, know-how, trade secrets, secret processes and formulae, technical data and reports or any other information relating to the products or services offered by or through Disclosing Party which is not generally ascertainable from public or published information, regardless of whether such information was provided pursuant to the terms of this Agreement, by request of the other Party or in any other manner; 1.3.3. Computer software programs, corporate operations procedures, marketing plans and methods, customer lists, prospective clients list, regardless of whether such lists have been distilled or tailored for the specific use of Disclosing Party, all information relating to any of the companies that are primary source for products or with which Disclosing Party has contracted to offer the products; 1.3.4. Strategic and developmental plans, financial conditions, business plans, co-developer identities, data, business records, projections, business structure and concepts, customer lists, project records, market reports, employee lists and business manuals.	Bidder requests to modify the clause as below. 1.3. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or observed by, a Party including its affiliated companies, directors, officers and employees (all of the foregoing collectively referred to as "Recipient's Representatives"), from the Disclosing Party and its-affiliated-companies , relating to the business, products or services of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, whether marked confidential or not. Confidential Information includes but not limited to: 1.3.1. any Proprietary Information; 1.3.2. Information relating to the business or any of the products or services offered by or through Disclosing Party and their manufacture, sale or use, including financial statements, costs and expense data, marketing and consumer data, production data, know-how, trade secrets, secret processes and formulae, technical data and reports or any other information relating to the products or services offered by or through Disclosing Party which is not generally ascertainable from public or published information, regardless of whether such information was provided pursuant to the terms of this Agreement, by request of the other Party or in any other manner; 1.3.3. Computer software programs, corporate operations procedures, marketing plans and methods, customer lists, prospective clients list, regardless of whether such lists have been distilled or tailored for the specific use of Disclosing Party, all information relating to any of the companies that are primary source for products or with which Disclosing Party has contracted to offer the products; 1.3.4. Strategic and developmental plans, financial conditions, business plans, co-developer identities, data, business records, projections, business structure and concepts, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies and theory and all other information which may be disclosed by Disclosing Party or to which the Receiving Party may be provided access by Disclosing Party or others in accordance with the Agreement. <u>All confidential informations shall be clearly marked as confidential within 15 days of disclosure to the receiving party.</u>	No Change
198	1.9. "Intellectual Property" Page - 14	1.9. "Intellectual Property" or "IPR" means any and all rights relating to intellectual property, including without limitations, patent right, trademark, domain names, design rights, copyrights, database rights, knowhow, trade secrets, and other similar rights in the patent applications, patent disclosures, inventions (whether patentable or not), concept note, source code, object code, intellectual creations, business, services or products (in each case whether or not registered or registerable and including all applications for any registrable rights), throughout the world, for the full duration of such rights;	Bidder requests to modify the clause as below. 1.9. "Intellectual Property" or "IPR" means any and all rights relating to intellectual property, including without limitations, patent right, trademark, domain names, design rights, copyrights, database rights, knowhow, trade secrets, and other similar rights in the patent applications, patent disclosures, inventions (whether patentable or not), concept note, source code, object code, intellectual creations, business, services or products (in each case whether or not registered or registerable and including all applications for any registrable rights), throughout the world , for the full duration of such rights;	No change

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
199	1.17. "ONDC Registry Software" Page -15	1.17. "ONDC Registry Software" means all computer programming code created, written, and developed for ONDC Registry and/or in anticipation of the Services in any form including. If not otherwise specified, the ONDC Registry Software shall include object code, technical design, and source code. The ONDC Registry Software shall include any Maintenance Modifications created by MSP to the Registry from time to time and shall include Enhancements thereto when added to the ONDC Registry Software.	Bidder requests to modify the clause as below. 1.17. "ONDC Registry Software" means <u>except any pre-existing IPR</u> all <u>bespoke</u> computer programming code created, written, and developed <u>solely</u> for ONDC Registry <u>and/or in anticipation of the Services</u> in any form including. If not otherwise specified, the ONDC Registry Software shall include object code, technical design, and source code. The ONDC Registry Software shall include any Maintenance Modifications <u>exclusively</u> created <u>for ONDC</u> by MSP to the Registry from time to time and shall include Enhancements thereto when added to the ONDC Registry Software.	No change
200	1.13. "Pre-Existing Property" Page - 17	1.13. "Pre-Existing Property" shall mean any Intellectual Property that a Party owned on the Effective Date of this Agreement, or such Party creates or acquires independent of this Agreement.	Bidder requests to modify the clause as below. 1.13. "Pre-Existing Property" shall mean any Intellectual Property that a Party owned <u>or before</u> the Effective Date of this Agreement <u>including any modifications, enhancements or customization made in the course of provision of Services</u> , or such Party creates or acquires independent of this Agreement.	No change
201	4. Commercials and Payment Terms Page - 17	4.1. Development Cost. ONDC agrees to pay for the development of ONDC Registry Software with the payment schedule as set forth in Annexure 2 of this Agreement. Any payment towards additional developments to the ONDC Registry Software shall be mutually agreed between the Parties. 4.2. Services: Except as may be otherwise mutually agreed by the Parties in writing, ONDC agrees to pay for the development of ONDC Registry Software in line with the payment schedule as set form in Annexure 2 of this Agreement. 4.3. All payments shall be made in Indian Rupees. Except for such items where advance payment is agreed, all payments should be made within 30 (thirty) days following receipt of invoice.	Bidder requests to modify the clause as below. 4.1. Development Cost. ONDC agrees to pay for the development of ONDC Registry Software with the payment schedule as set forth in Annexure 2 of this Agreement. Any payment towards additional developments to the ONDC Registry Software shall be mutually agreed between the Parties. 4.2. Services: Except as may be otherwise mutually agreed by the Parties in writing, ONDC agrees to pay for the development of ONDC Registry Software in line with the payment schedule as set form in Annexure 2 of this Agreement. 4.3. All payments shall be made in Indian Rupees. Except for such items where advance payment is agreed, all payments should be made within 30 (thirty) days following receipt of invoice. <u>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, MSP also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by ONDC and any such withholding by the MSP shall not be treated as breach by it of the provisions of this Agreement.</u>	No change
202	8. Intellectual Property: Title, Rights, Ownership, Right to Use; Page - 18	8.1. ONDC shall be the sole owner of Intellectual Property in the ONDC Registry Software developed under this Agreement including any modifications, amendments, enhancements, or customizations to the ONDC Registry Software. ONDC, at its own discretion reserves the right to either open source whole or part of the application such developed without any obligation or accountability to the MSP. 8.2. Subject to Clause 8.1, ONDC agrees that the MSP has the right to use the ONDC Registry Software for the limited purpose of fulfilling its roles and obligations under this Agreement. 8.3. MSP hereby grants to ONDC, perpetual, irrevocable, non-exclusive royalty-free licence to use the Pre-existing Property of MSP, if any, embedded into ONDC Registry Software. 8.4. Each Party hereby agrees that except as provided otherwise in this Agreement, no Party shall use any trademarks, service marks, brand names, logos, and the like belonging to any Party without such Party's prior written approval. Further, no Party shall use the trademarks, service marks, brand names, logos and the like belonging to the other Party (a) in any way that might prejudice their distinctiveness or validity or goodwill; or (b) use any mark, sign or name in any manner that is likely to cause any deception or can be confused with trademarks, service marks, brand names, logos and the like owned by the other Party.	Bidder requests to modify the clause as below. 8.1. <u>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any MSP's proprietary products or components thereof any development carried out by MSP thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of MSP and ONDC, shall not acquire any right title or interest of any nature therein except to the extent provided herein.</u> ONDC shall be the sole owner of Intellectual Property in the ONDC Registry Software solely developed under this Agreement including any <u>bespoke</u> modifications, <u>amendments, enhancements, or customizations</u> to the ONDC Registry Software. ONDC, at its own discretion reserves the right to either open source whole or part of the application such developed without any obligation or accountability to the MSP. 8.2. Subject to Clause 8.1, ONDC agrees that the MSP has the right to use the ONDC Registry Software for the limited purpose of fulfilling its roles and obligations under this Agreement. 8.3. MSP hereby grants to ONDC, perpetual, irrevocable, non-exclusive royalty-free licence to use the Pre-existing Property of MSP, if any, embedded into ONDC Registry Software. <u>The foregoing license does not authorize ONDC to (a) separate MSP pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others, (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the MSP pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the MSP in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the MSP pre-existing IP.</u> 8.4. <u>All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and ONDC shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u> 8.5. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the MSP shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables/Services being provided hereunder for ONDC, for any other client or customer of the MSP (including without limitation any affiliate, competitor or potential competitor of the ONDC). Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. 8.6. Each Party hereby agrees that except as provided otherwise in this Agreement, no Party shall use any trademarks, service marks, brand names, logos, and the like belonging to any Party without such Party's prior written approval. Further,	No change
203	9. Date Rights; Page -19	9.1. Subject to the terms and conditions of this Agreement, MSP will only have the right to use, copy, store, transmit and display data of the ONDC, its users or customers to the extent reasonably necessary to provide and maintain the Service as defined under this agreement. 9.2. MSP will comply with all the data security and privacy guidelines and policies of ONDC.	9.1. Subject to the terms and conditions of this Agreement, MSP will only have the right to use, copy, store, transmit and display data of the ONDC, its users or customers to the extent reasonably necessary to provide and maintain the Service as defined under this agreement. 9.2. MSP will comply with all the data security and privacy guidelines and policies of ONDC. Bidder requests that all data security, privacy guidelines and policies of ONDC to be share prior hand.	No change. The Same will be shared with the selected bidder.

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
204	11. Substitution; 19	11.1. Parties agree that before substituting MSP for Services and/or any component of the Services with / by any third-party service provider, for reasons such as non-feasibility of the project based on technological ground or pricing considerations or non-satisfactory performance, MSP shall be offered the first opportunity to address such technical, commercial or performance issues. In such events, ONDC shall engage with third party service providers only if MSP could not address such issues within the mutually agreed period.	11.1. Parties agree that before substituting MSP for Services and/or any component of the Services with / by any third-party service provider, for reasons such as non-feasibility of the project based on technological ground or pricing considerations or non-satisfactory performance, MSP shall be offered the first opportunity to address such technical, commercial or performance issues. In such events, ONDC shall engage with third party service providers only if MSP could not address such issues within the mutually agreed period. Bidder requests clarification whether the above clause refers to Risk Purchase?	Yes . This is Risk Purchase
205	12. Term, Renewal and Termination of the Agreement; 19	12.1. This Agreement will commence from the Effective Date and will continue till _____ ("Term") and will continue on existing terms till either party may request for termination of the Agreement by providing at least two (2) months' notice prior to the expiry of the Agreement in writing. The contract can also be renewed for a mutually agreed upon term on the same conditions as of this contract or with modified terms as mutually agreed upon.	Bidder requests to modify the clause as below. 12.1. This Agreement will commence from the Effective Date and will continue till _____ ("Term") and will continue on existing terms till either party may request for termination of the Agreement by providing at least two (2) months' <u>written</u> notice prior to the expiry of the Agreement in writing. The contract can also be renewed for a mutually agreed upon term on the same conditions as of this contract or with modified terms as mutually agreed upon.	No change
206	12.2. Termination- Page -19-22	12.2.1. Both Parties by mutual agreement can terminate this Agreement at any time. 12.2.2. Either Party may terminate this Agreement for convenience, without any reason by providing sixty (60) days' written notice ("Termination Notice") of such intention. This Agreement shall stand terminated on the sixtieth (60th) day after receipt of Termination Notice by the other Party. 12.2.3. Termination for Breach 12.2.3.1. Either Party ("Non-Breaching Party") may terminate this Agreement by reason of breach ("Termination for Breach") of any of its obligations hereunder by the other Party ("Breaching Party") and/or occurrence of any Event of Default. Where Event of Default shall mean (a) Non-payment of fees/Revenue due to MSP by ONDC within a stipulated timeframe mutually agreed between the Parties or extended timeframe subject to a maximum of thirty (30) days; or (b) material breach of obligations/covenants, willful negligence, or misconduct of Non-Terminating Party. 12.2.3.2. In such a case, Non-Breaching Party may give written notice of termination ("Breach Notice") to the Breaching Party (alleged) with a clear reason for such termination. Breaching Party shall have not less than thirty (30) days to cure ("Cure Period") such breach of obligation from the receipt of Breach Notice. 12.2.3.3. If Breaching Party fails to cure the breach within Cure Period from the receipt of Breach Notice, this Agreement shall stand terminated, unless waived by Non-Breaching Party in writing. Such waiver may also contain any condition if any for such waiver. 12.2.4. Termination for Cause 12.2.4.1. Notwithstanding anything contained in this Agreement, either Party ("Terminating Party") may terminate this Agreement ("Termination for Cause"), with immediate effect, by providing a written notice ("Cause Notice"), to the other Party ("Non-Terminating Party") on the happening of any of the events mentioned below: 12.2.4.1.1. In any event happens which, in the	Bidder requests to modify the clause as below. 12.2.1. Both Parties by mutual agreement can terminate this Agreement at any time. 12.2.2. Either Party may terminate this Agreement for convenience, without any reason by providing sixty (60) days' written notice ("Termination Notice") of such intention. This Agreement shall stand terminated on the sixtieth (60th) day after receipt of Termination Notice by the other Party. 12.2.3. Termination for Breach 12.2.3.1. Either Party ("Non-Breaching Party") may terminate this Agreement by reason of <u>material breach of the contract</u> ("Termination for Breach") of any of its obligations hereunder by the other Party ("Breaching Party") and/or occurrence of any Event of Default. Where Event of Default shall mean (a) Non-payment of fees/Revenue due to MSP by ONDC within a stipulated timeframe mutually agreed between the Parties or extended timeframe subject to a maximum of thirty (30) days; or (b) material breach of obligations/covenants , willful negligence, or misconduct of Non-Terminating Party. 12.2.3.2. In such a case, Non-Breaching Party may give written notice of termination ("Breach Notice") to the Breaching Party (alleged) with a clear reason for such termination. Breaching Party shall have not less than thirty (30) days to cure ("Cure Period") such breach of obligation from the receipt of Breach Notice. 12.2.3.3. If Breaching Party fails to cure the breach within Cure Period from the receipt of Breach Notice, this Agreement shall stand terminated, unless waived by Non-Breaching Party in writing. Such waiver may also contain any condition if any for such waiver. 12.2.4. Termination for Cause 12.2.4.1. Notwithstanding anything contained in this Agreement, either Party ("Terminating Party") may terminate this Agreement ("Termination for Cause"), with immediate effect, by providing a written notice ("Cause Notice"), to the other Party ("Non Terminating Party") on the happening of any of the events mentioned below: 12.2.4.1.1. In any event happens which, in the reasonable opinion of the Terminating Party, makes the performance of obligation of the other Party under this Agreement impossible. 12.2.4.1.2. If either Party is in process of dissolution or liquidation or wound up according to Applicable Laws or either Party is declared insolvent or bankrupt by the competent authority. 12.2.4.1.3. In case of change or enactment of any laws, that in the reasonable opinion of the Terminating Party makes the performance of either Party unviable. 13. Effect of Termination 13.1. ONDC shall be liable to pay MSP the entire dues accrued till the date of Termination as per the payment terms detailed in Annexure 2 or till such period till a new service provider is appointed by ONDC to take over the responsibilities/obligations of MSP. 13.2. The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the Parties and any provision hereof and shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination. 13.3. Upon termination or expiration of this Agreement for any reason, each of the Parties shall: 13.3.1. Immediately cease to hold out as having an association with each other and refrain from any action that would or may indicate any surviving relationship between the Parties. 13.3.2. Immediately cease to use in any manner whatsoever name and corporate logo of the other Party save and except as provided in this Agreement. 13.3.3. Return to	No Change
207				No query specified. Blank row. Hence no response provided.

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
208	20. Disclaimer and Limitation on Liability Page - 25	20.1. Except for the express warranties made or referenced in this agreement, neither Party makes any warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose. 20.2. Except as stated in the agreement, the Service and ONDC Registry Software are provided to ONDC on an "as is" and "as available" basis. ONDC assumes all responsibility for determining whether the service or the information generated thereby is accurate or sufficient for ONDC'S purposes. MSP is not responsible for software installed or used by ONDC or users or for the operation or performance of the internet/connectivity. 20.3. In no event shall either Party be liable for special, incidental, consequential, punitive, or exemplary damages even if such Party has been advised of the possibility of such damages. Neither Party's aggregate liability to the other Party for any reason and upon any cause of action whatsoever exceed the total value of this Agreement.	Bidder requests to modify the clause as below. 20.1. Except for the express warranties made or referenced in this agreement, neither Party makes any <u>additional</u> warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose. 20.2. Except as stated in the agreement, the Service and ONDC Registry Software are provided to ONDC on an "as is" and "as available" basis. ONDC assumes all responsibility for determining whether the service or the information generated thereby is accurate or sufficient for ONDC'S purposes. MSP is not responsible for software installed or used by ONDC or users or for the operation or performance of the internet/connectivity. 20.3. In no event shall either Party be liable for <u>any</u> special, incidental, consequential, punitive, or exemplary damages even if such Party has been advised of the possibility of such damages. Neither Party's aggregate liability to the other Party for any reason and upon any cause of action whatsoever exceed the total amount paid to MSP by the ONDC in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) <u>value of this Agreement</u> . 20.4. <u>MSP shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the ONDC or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that MSP is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the ONDC, then MSP shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which MSP is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the ONDC. Such failures or delays shall be brought to the notice of the ONDC and subject to mutual agreement with the ONDC, then MSP shall take such actions as may be necessary to correct or remedy the failures or delays. MSP shall be entitled to invoice the ONDC for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u>	No Change
209	21. Indemnity; Page - 25	21.1. Either Party ("Indemnifying Party") shall hold harmless, and indemnify other Party and its directors, officers, employees, agents, subsidiaries, and other Affiliates (collectively referred to as "Indemnified Party"), from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred by reason of 21.1.1. any failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement; 21.1.2. injury to any person or any damage or loss to the Indemnified Party arising due to the negligence, fraud and/or wilful misconduct of the Indemnifying Party 21.1.3. Infringement of any third Party's Intellectual Property rights in respect of the Intellectual Property and 21.1.4. Breach of any of the representation and warranties of the Indemnifying Party.	Bidder requests to modify the clause as below. 21.1. Either Party ("Indemnifying Party") shall hold harmless, and indemnify other Party and its directors, officers, employees, agents, subsidiaries, <u>and other Affiliates</u> (collectively referred to as "Indemnified Party"), from and against any and all damages, costs, liability, and expense whatsoever (including <u>reasonable</u> attorneys' fees and related disbursements) incurred by reason of 21.1.1. <u>any failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement; 21.1.2. injury to any person or any damage or loss to the Indemnified Party arising due to the negligence, fraud and/or wilful misconduct of the Indemnifying Party 21.1.2.3. Infringement of any third Party's Intellectual Property rights claims in respect of the Intellectual Property and 21.1.4. Breach of any of the representation and warranties of the Indemnifying Party.</u> 21.1.3. As a condition to avail the foregoing indemnity, the ONDC agrees to notify the MSP in writing of the claim; and allow the MSP to control, and cooperates with the MSP in, the defense and any related settlement negotiations. 21.1.4. In the event that ONDC is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which MSP is required to indemnify ONDC under this Clause according to a final decision of the courts or in the view of MSP, MSP may at its own expense and option: (i) procure for ONDC the right to continue using such deliverable; (ii) modify the deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, MSP shall refund ONDC the fees effectively paid for that deliverable by ONDC subject to depreciation for the period of use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of MSP and the exclusive remedy of ONDC in matters related to infringement of third party intellectual property rights. 21.1.5. MSP shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) MSP's compliance with ONDC's specific technical designs or instructions (except where MSP knew or should have known that such compliance was likely to result in an infringement claim and MSP did not inform ONDC of the same); (ii) inclusion in a deliverable of any content or other materials provided by ONDC and the infringement relates to or arises from such ONDC materials or provided material; (iii) modification of a deliverable after delivery by MSP to ONDC if such modification was not made by or on behalf of MSP; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by MSP; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications, or documentation provided under the applicable statement of work by MSP; or (v) use of a superseded release of some or all of the deliverables or ONDC's failure to use any modification of	No change
210	23. Force Majeure; Page - 26	23. Force Majeure	Please modify the clause with below provision. <u>However, MSP shall be entitled to receive payments for all services rendered by it under this Agreement.</u>	However, MSP shall be entitled to receive payments for all services rendered by it and accepted by ONDC under this Agreement.

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
211	B. Service Level Agreements; 62	d. Any degradation in the performance of the services undertaken by the MSP project team during the contract duration, will be subject to levy of liquidated damages. The liquidated damages mentioned in this RFP are a pre-estimate of damages likely to flow from the breach of timelines and service levels. In case of breach of multiple SLAs: i. the cumulative liquidated damages applicable on the MSP for timeline/milestone linked SLAs shall not exceed 10% of the total amount payable against the respective milestone. ii. the cumulative liquidated damages applicable on the MSP for operational SLAs computed on a quarterly basis shall not exceed 10% of the total amount payable for the quarter.	Bidder requests to modify the clause as below. d. Any degradation in the performance of the services undertaken by the MSP project team during the contract duration, will be subject to levy of liquidated damages. The liquidated damages mentioned in this RFP are a pre-estimate of damages likely to flow from the breach of timelines and service levels. In case of <u>material</u> breach of multiple SLAs: i. <u>the minimum liquidated damages shall not exceeds 0.5% of the total value of delayed services or deliverable and subject to cumulative liquidated damages applicable on the MSP for timeline/milestone linked SLAs shall not exceed 10-5% of the total value of delayed services or deliverable amount payable</u> against the respective milestone. ii. the cumulative liquidated damages applicable on the MSP for operational SLAs computed on a quarterly basis shall not exceed 10% of the total amount payable for the quarter. <u>The liquidated damages shall be payable only for the SLA breach for reasons solely attributable for the MSP and such liquidated damage shall be ONDC's sole and exclusive remedy for all delays herein.</u> 99.9% Uptime - The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to ONDC such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without MSP' consent and/ or failure to maintain the site as required by the MSP; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by ONDC (MSP may also request ONDC for a shutdown for maintenance purpose, which request will not be denied unreasonably by ONDC); (g) Time taken for booting the system (h) Time lost due to unavailability of links. Exceptions to uptime recommended	No change
212	New Clause proposed - Acceptance of Deliverables	-	Acceptance of Deliverables ONDC will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to ONDC as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of ONDC. ONDC will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by ONDC. MSP will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by ONDC, will be notified to MSP in writing not later than two (2) weeks of delivery. MSP will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. ONDC will confirm acceptance in writing to MSP. The ONDC shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by ONDC if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).	Will be discussed with the selected bidder
213	New clause proposed - Reimbursement of Tax/Levy	-	Reimbursement of Tax/Levy The payments stated above are exclusive of VAT, sales, service and other taxes of a similar nature applicable on the services rendered by TCS. All such taxes shall be charged to ONDC at actuals at the applicable rates.	Will be discussed with the selected bidder
214	New Clause Proposed - Cost Escalation	-	Cost Escalation MSP will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to MSP like delays in inputs/approvals by the ONDC, non-availability of facilities at the ONDC, increase in the scope of the agreed Change-Requirements or increase in the ONDC 's Training and/or Implementation support requirements etc., MSP will bring this to the attention of the ONDC. All such cost increases will be discussed and mutually agreed upon. MSP will then raise invoices; payment period and other conditions for such invoices will be similar to those for payments laid out in this proposal.	No change
215	4. Commercials and Payment Terms : Page -17	4.3. All payments shall be made in Indian Rupees. Except for such items where advance payment is agreed, all payments should be made within 30 (thirty) days following receipt of invoice.	Kindly amend the clause to be read as : 4.3. All payments shall be made in Indian Rupees. Except for such items where advance payment is agreed, all payments should be made within 30 (thirty) days following receipt of invoice. Payments delayed beyond agreed credit period will attract penal interest @ 2% per month or part thereof.	No change
216	14. Performance Bank Guarantee (PBG) Page -22	14.1. The Bidder shall provide a Performance Bank Guarantee, within 15 days from the notification of award, for a value equivalent to 5% of the total contract value, within 15 days from the notification of award.	Kindly allow 45 days from contract signing for submission of PBG. It is difficult to submit PBG within 15 days.	30 days
217	H. FIN - 1: Commercial bid format - Summary of costs Page -58	1. Cost head (A) should not be more than 20% of value of A+B. 2. Bids wherein cost head A is more than 20% of the value A+B, the same shall be restricted to 20% while making payments towards cost head A. Any value quoted over and above the 20% under the cost head (A) will be paid in equal quarterly instalments for the next three years along with the quarterly payment for each quarter.	Kindly Remove such a restriction on cost and on its payment.	No change

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
218	A. Payment terms Page -61	Cost of implementation of registry solution (A) Upon acceptance of the registry design document by ONDC 10% of Cost of implementation of registry solution (A) Upon completion of UAT and sign-off by ONDC 30% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC 50% of Cost of implementation of registry solution (A) Completion of knowledge transfer and acceptance by ONDC of transition report followed by closure of contract 10% of Cost of implementation of registry solution (A)	Kindly modify the payment milestone as below : 1. Upon Submission of detailed design document 5% of Cost of implementation of registry solution (A) 2. Upon Submission of the UAT plan with detailed test cases and test data 5% of Cost of implementation of registry solution (A) 3. Upon acceptance of the registry design document by ONDC 10% of Cost of implementation of registry solution (A) 2. Upon completion of UAT and sign-off by ONDC 30% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC 50% of Cost of implementation of registry solution (A)	No change
219	Page -18	ONDC, at its own discretion reserves the right to either open source whole or part of the application such developed without any obligation or accountability to the MSP.	Are there any specific helpdesk tool required or open source tool shall comply with the requirements, which can be further customized and configured according to the RFP, Kindly confirm.	No
220	Page -46	Dashboard should have the capability to send alerts and notifications to respective admins, MSP SPOCs on any change	Kindly confirm what all services ITHD will support (incident management, change management, service management, problem management).	Yes. The understanding is correct
221	Page - 41	Participants on 16x7x365 basis with respect to application monitoring, troubleshooting and fixing bugs and defects in the ONDC Registry.	Please clarify the required skill level and experience for IT Helpdesk staff.	Bidder can propose the staff as long as the outcomes are delivered. ONDC has no specifications. SLAs shall be applied in case the outcomes are not met by the team deployed along with other provisions stated in the RFP.
222	Page -46	Dashboard shall have the ability to send email and SMS notifications to users regarding issue status or any other information.	We understand that : 1. Email & SMS gateway will be provided by the ONDC. Kindly confirm. 2. Is there any requirement for provisioning of Toll Free Number (TFN) or DID number require to provision by the MSP? 3. Kindly confirm who is going to bear the Telecom expenses i.e. MSP or ONDC.	1. Refer response to Q. 125 2. No 3. MSP
223	Generic	Generic	(i)Will this helpdesk be set up in MSP premises or ONDC premises?In case ONDC premise will ONDC provide all necessary infra for the setup? (ii) What is the number of help desk resources required for operating help desk/ contact center? (ii) What are the shift timings and no of working days for the helpdesk/contact center resources?	Please refer response to Q.191 and corresponding RFP Clause specified in the query.
224	Generic	Generic	Kindly share the expected Call volume for Helpdesk with daily, weekly & monthly trends	Bidder to estimate. Currently the process is manual.
225	Section 1, Clause 8, Page 9		Is there any eligibility criteria for bidders to participate? We did see Technical criteria, however, could not find pre-qualification criteria like Legal entity, Turnover requirements etc. Is that not the requirement in selection process?	No requirement
226	I. FIN - 2: Commercial bid format: Page -58	Commercial bid format:	We would request you to not consider the Cost of Cloud hosting or Telecom Services for the purpose of evaluation. As the same will be billed on actual consumption on a monthly basis. Moreover as the size estimates are not clearly mentioned to cater to requirement and different System Integrators may estimate it differently with different cost implication.	No change
227	Clause 6: Record Keeping, Inspection and Right to Audit. Page -18		Request to kindly remove the clause as the agreement signed between ONDC and MSP is not a JV or SPV agreement	No change
228	Clause 2.6 Disaster Recovery. Page - 40		The requirement of RPO of Zero is solely dependent on cloud service provider (CSP) and will be as per the standard SLAs of CSP	Refer response to Q.2
229	General		Request you to please share the current size of Registry and the current architecture. This will help in better infrastructure estimation	Please refer corrigendum
230	Section 2 - / Clause No. 14 / . Page -22	Draft Conditions of Contract / Performance Bank Guarantee (PBG)	Request to kindly consider reducing the PBG from 5% to 3% 14.1. The Bidder shall provide a Performance Bank Guarantee, within 15 days from the notification of award, for a value equivalent to 5% of the total contract value, within 15 days from the notification of award.	No change
231	Section 2 - Draft Conditions of Contract / Clause No. 21 / Indemnity. Page -25		Request you to please amend the clause as specified below as bidder should only be liable for the claims/damages which arises out of its' own scope and not to any person/party specifically and shall be liable only for direct claims/ direct losses so as to ensure the clarity of clause. 21.1. Either Party ("Indemnifying Party") shall hold harmless, and indemnify other Party and its directors, officers, employees, agents, subsidiaries, and other Affiliates (collectively referred to as "Indemnified Party"), from and against any and all direct damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred by reason of: 21.1.1. any failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement; 21.1.2. injury to any person or any direct damage or loss to the Indemnified Party arising due to the negligence, fraud and/or wilful misconduct of the Indemnifying Party 21.1.3. Infringement of any third Party's Intellectual Property rights in respect of the Intellectual Property and 21.1.4. Breach of any of the representation and warranties of the Indemnifying Party.	No Change

Response to pre-bid queries

S.no.	Clause no./Page number for comment	Description of Clause	Remarks/Change proposed	ONDC Response
232	Section 2 - / Clause No. 23 / Page - 26	Draft Conditions of Contract/ Force Majeure.	<p>1. For avoidance of doubt we have explicitly mentioned the Force Majeure Events that shall impact performance of the contract keeping in view of the current situation and to bring out clarity as to what all probable events shall fall under force majeure, we have updated it with Covid-19 and pandemic as well.</p> <p>2. In event of termination of Contract due to FM, Bidder should be entitled to receive all the outstanding payments keeping the financial interest of the organization in mind.</p> <p>Request you to kindly consider the amended clause as under:</p> <p>23.1. Neither Party shall be liable to the other for any default or delay in performance of its obligations under this Agreement to the extent such default or delay is attributable to Force Majeure events such as Act of God, floods, tempest, war, civil riot, fire, epidemic, pandemic including but not limited to COVID-19, quarantine restrictions .</p> <p>23.2. The Party affected by such an event shall promptly notify the other Party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of this Agreement, and as of the date of that notification, the Party affected may suspend the performance of this Agreement until the cause of the delay ends. If the period of the suspension exceeds 45 (forty-five) days, then at any time after 45 (forty-five) days of suspension, either Party may terminate this Agreement by and upon giving notice to the other Party. However, ONDC shall pay all the outstanding amount due which have been incurred by the Bidder during the performance of the Contract.</p>	Alredy mentioned that MSP shall be entitled to receive payments for all services rendered by it and accepted by ONDC under this Agreement
233	Annexure 2: / Clause 3:/ Page -64	Payment Terms and Service Level Agreements / Timelines and Associated Liquidated Damages	Request you to kindly reduce the Liquidated Damages to .5% for all the milestones mentioned in the table	No change
234			What is the authentication & authorization mechanism that gateway uses	Please refer to https://github.com/beckn/protocol-specifications
235			Is Registry needs to maintain roles and privileges matrix to implement RBAC	No
236			Where do we host our catalogs	Query not relevant
237			What is the registration journey for Seller & Buyer	Please see https://ondc.org/ondc-how-to-join/
238			Will there be any Mobile app in scope of registry development	Scope is as described in the RFP
239			For Dashboard, there will be one common web portal for Internal team, Official & MSP	Please refer to the functional requirements provided in the RFP.
240			Are we planning to have custom dashboard development or any BI tool like Superset or PowerBI	Bidder can propose any appropriate solution.
241	-	General query	We could not locate the Prequalification criteria for the bid. Please help us to understand if any specific details required for prequalification.	No change
242	22	RFP Section 14. Performance Bank Guarantee	Referring to Office memorandum(ref#: F.9/4/2020-PPD dated 12-11-2020) issues by Department of Expenditure (Ministry of Finance) , we request to reduce the PBG requirements to 3% of contract.	No Change. The said memorandum is valid till 31.03.23 Moreover, Since ONDC is not a Govt. Organization, Hence these rules are not applicable.
243	11	Contract Period: The terms of contract shall be for a period of Three (03) years from the date of Go-Live. However, the terms & conditions of the contract shall be applicable from the date of Contract Signing.	Contract signing may be done before the kick-off of the project implementation and contract should be applicable from there only hence we request to revise the clause as below "The terms of contract shall be for a period of Three (03) years from the date of Go-Live signing the contract. However, the terms & conditions of the contract shall be applicable from the date of Contract Signing."	The terms & conditions of the contract shall be applicable from the date of Contract Signing. The Contract Period means implementation period plus period of Three (03) years from the date of Go-Live.
244	38	Section 4; 2.2.1 ...DDoS services will also be obtained through the Telecom Service Provider	Are these additional DDoS services are already available with ONDC? or MSP needs to include this cost into the telecom services head.	It has to be provisioned by the MSP and cost is to be included in the commercial proposal.
245	39	Section 4; 2.2.7. Infrastructure layer - This layer will include the cloud hosting infrastructure along with the automated disaster recovery and business continuity cutovers. The system integrator may implement the solution either on bare metal or virtualized or containerized infrastructure keeping in view the performance and availability requirements of the Registry.	Infrastructure cost will depend on multiple factors of actual design deployment and load needs. Actual usage may vary from the propose infra cost and certain assumptions may also change. In such scenario, ONDC may not get the real benefit of cloud e.g. Pay as you use. Request you to consider the pre-defined BOQ for the Cloud infra for level play and payment should be done on actual as per the rates proposed by the MSP.	No change
246	39	Section 4 ;2.5 Data residency: The Registry shall be hosted on public cloud infrastructure. Registry data of entities registered or incorporated in India shall be stored on public cloud infrastructure within India.	We could find the any specific details of the Public cloud. Is there any CSP qualification/compliance which bidder should comply	There is no such compliance requirement for CSP.
247	40	The MSP shall migrate the data from the existing registry for all the three environments - sandbox, pre-production and production.	Please share the how much data is currently available on the registry, which is to be migrated	Please refer corrigendum

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248	40	Section 4 - Terms of Reference The Registry shall be hosted in a highly available manner with 99.99% availability and shall have an active active disaster recovery design with automated DR cutover for the core Registry data and infrastructure with RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover.	The Registry shall be hosted in a highly available manner with 99.99% availability and shall have a DC-DR in a distinct/different physical location for active-active disaster recovery design and automated DR cutover for the core Registry data. The infrastructure should provide the RPO of Zero for core Registry data as well as audit data and RTO of 5 minutes is permissible, however, design must ensure zero downtime during switchover. DC & DR should be MeitY Empaneled data centers Remarks DC/DR should be a physically distinct and independent infrastructure and should not share common points of failures like generators and cooling equipment across the multiple data center facilities. MeitY empaneled data centers will allow ONDC to host the solution on data center that comply to the government norms	Bidders may select MeitY empaneled vendors if they find them suitable for their solution. ONDC has no constraint in this regard.
249	37	Section 4 - Terms of Reference Open source and avoidance of vendor lock-in: The Registry shall be designed and implemented using open source components and avoid usage of proprietary components that may result in vendor lock-in(s)	Open source and avoidance of vendor lock-in: The Registry shall be designed and implemented using open source/open standards based components and avoid usage of proprietary components that may result in vendor lock-in(s) and each component should allow for migration to any other infrastructure landscape. Remarks The bidder should propose open source based solution. However, in case a solution is not completely open source, open standard compliant solution may be proposed with strategy to migrate to open source in case required. Such open standard solution component should be proposed with strong value proposition for ONDC in case alternate open source solution does not meet performance requirement for ONDC	Open source components are preferred. However, bidders are free to choose technologies if they wish to do so as long as data portability is enabled through use of open formats/standards, there is no vendor lock-in and the SLAs are met. Each component must have a viable alternative to service a requirement without any compromise on features and functions.
250	38	Section 4 - Terms of Reference Perimeter security layer - This layer will contain perimeter security devices that will include Web Application Firewall, L3 firewalls, Advanced Threat Protection and on-premise DDoS protection. In addition, DDoS services will also be obtained through the Telecom Service Provider.	We would like to understand the need of on-premise DDoS protection	Registry is at the core of ONDC network. Since it is exposed to internet and only protection is by signing verification by the gateway, it is expected that any attempt by scrupulous elements are to be protected against. DDoS protection will be an integral part of ONDC Registry's security apparatus.
251	71	Annexure 3 - Architecture Design - Pt 5	How are search parameters sent to the gateway via the buyer	Please refer Beckn and ONDC protocol documentation available at https://github.com/beckn/protocol-specifications/tree/master/docs and https://github.com/ONDC-Official/ONDC-Protocol-Specs/blob/master/protocol-specifications/docs/draft/Tech%20Quickstart%20Guide.md
252	46	Section 5.4.12	Need more information on issue mgmt. Who will raise the issue to whom is not clear?	Please refer clause 4.13 of RFP pertaining to the technical helpdesk.
253	46	Section 5.4.18	What data needs to be projected on a weekly & monthly basis?	Data as described in Clause 5.4.17
254	39	Section 2.4	Does the encryption standard ECDH using X25519 mentioned applies to both data-at-rest and data-in-transit?	ECDH X25519 will only be required for data in flight. Data at rest may be encrypted using standard storage level encryption. Encrypted payloads may be stored as transmitted as part of JSON logs.
255	39	Section 2.4	Communication between the gateway, registry, and other NPs appears to be a client-server model.	No query specified
256		Section 2.4	Please elaborate context of peer-to-peer communication	The role of Registry is to enable discovery. Post discovery, NPs may directly communicate with each other without passing through the Registry. This is the context for peer-to-peer communication.
257		General	What is the existing protocol/model of communication between Gateway, Registry, and NPs?	Please refer Beckn and ONDC protocol documentation available at https://github.com/beckn/protocol-specifications/tree/master/docs and https://github.com/ONDC-Official/ONDC-Protocol-Specs/blob/master/protocol-specifications/docs/draft/Tech%20Quickstart%20Guide.md
258			Is it HTTP/RESTful, RPC based, or some other?	Please refer Beckn and ONDC protocol documentation available at https://github.com/beckn/protocol-specifications/tree/master/docs and https://github.com/ONDC-Official/ONDC-Protocol-Specs/blob/master/protocol-specifications/docs/draft/Tech%20Quickstart%20Guide.md
259	46	Section 5.4.13	Support for 'customizable workflow' is mentioned. But workflow-related functionalities are not mentioned in the RFP	Requirement deleted.
260	7	Section 5.d.i	The commercial bids of technically qualified Bidders will be opened on 12th June 2023 at 15:00 IST	Typographical error. Please refer corrigendum issued.
261			This is the same date and time as the Last date of bid submission. Is there a correction to this?	Typographical error. Please refer corrigendum issued.
262	41	Section 4.13	The MSP shall set up a technical helpdesk for L1/L2/L3 support of ONDC and Network Participants on 16x7x365 basis with respect to application monitoring, troubleshooting, and fixing bugs and defects in the ONDC Registry Software from time to time. At any given point in time, during the	Response time will be computed within the support window. If a ticket is raised after the support window, then the response time will be measured from the start time of support window on the next
263				
264				
265	41	Section 4.13	Usually, L1 support is given by the customer for faster resolution of the incident. - Can this be negotiable? - Can this be subcontracted bidder?	Yes, it can be a sub-contracted bidder. It must be clearly stated in the Technical Proposal. Also bidder will be solely responsible for the SLAs.

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266	18	6.2. ONDC and their respective duly authorised representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of MSP which pertain to the provisions and requirements of the Agreement at their own cost. Such access shall include on-site audits, reviews, and copying of records.	Please note the data/ information to which access is to be provided will be restricted to only what is related to the scope of work of this RFP. Also note, the authorised representative or designees should not be direct competitors of the bidder.	No change
267	18	8.3. MSP hereby grants to ONDC, perpetual, irrevocable, non-exclusive royalty-free licence to use the Pre-existing Property of MSP, if any, embedded into ONDC Registry Software.	Perpetual license for its own use(no reselling) will be provided. However yearly support will be charged separately.	No change
268	22	14.1. The Bidder shall provide a Performance Bank Guarantee, within 15 days from the notification of award, for a value equivalent to 10% of the total contract value, within 15 days from the notification of award.	We request ONDC to consider reducing this to 3% of TCV (Total Contract Value) as that is the industry standard.	Please refer response to Q.242
269	24	16.5. Given the nature of the Confidential Information and the competitive damage that would result to the Disclosing Party upon unauthorized disclosure, reverse engineering, use or transfer of its Confidential Information to any Third Party, the Parties agree that monetary damages may not be a sufficient remedy for any breach of this Clause 16. In addition to all other remedies, the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Clause 16.	this is wide open and scope of such remedies need to be defined clearly.	No Change
270	24	17.1. Either Party shall, during the continuance of this Agreement and for a period of three (3) months immediately following the date of termination of this Agreement, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party's employees, or such personnel who were directly involved in the performance of this Agreement during the three (3) months immediately preceding the date of termination without written consent from other Party.	Please update the same as below: 17.1. Either Party shall, during the continuance of this Agreement and for a period of twelve (12) months immediately following the date of termination of this Agreement, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party's employees, or such personnel who were directly involved in the performance of this Agreement during the Twelve (12) months immediately preceding the date of termination without written consent from other Party.	No change
271	32	In the event the MSP is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party by ONDC shall be borne by the MSP.	Please clarify the below in this point: 1) Does this clause intend to state that the bidder (MSP) will be responsible for the cost associated with a third party to execute the change defined in the CCN? 2) Does this clause intend to state that the bidder (MSP) will be responsible for the cost associated with putting together the CCN by a third party to move forward the change process? In either scenario, this does not seem acceptable. Please clarify the intent of this clause with an example. What will be the cap on such cost?	1. Yes 2. No 3. Aggregate cap will be as defined in the clause 20.3 on Limitation of Liability. 4. The intent of the clause is self-explanatory. "In the event the MSP is unable to meet the obligations as defined in the CCN then the cost of getting it done by a third party by ONDC shall be borne by the MSP."
272	32	4.2.1. For the purpose of estimating the value with respect to staff costs and tools associated with change order approved by ONDC, the rates (exclusive of taxes) submitted by the MSP in their commercial bid shall be used. Taxes will be applicable as per the prevailing laws and rates specified therein.	The rates provided in the commercial bid will constitute the discounted rate for the scale of work and the period of contract. For changes the rate should not be over the full tenure of the program, there must be provision added for revision of rates over the period of contract. Please consider adding the same.	Please refer to note on Page 11 of RFP.
273	32	If a new skill set is required, the cost of such resource(s) should not be more than an equivalent resource in terms of number of years of experience for the resource for another skill set deployed during that particular time period.	Please note the cost of certain niche skills will be considerably higher than the standard rates for the skills required in the contract and so please consider updating this to reflect the exclusion for niche skills and new technologies. Also we would like to understand how and against what will this comparison be done to decide the equivalent pricing at that particular time period?	Please refer response to Q.78
274	32	4.2.3. If a new infrastructure component or tool is required to implement the change, the cost of such a tool or infrastructure component should not be more than the prevailing market rate.	Please confirm that the "Prevailing market rate" here refers to what it might be at the point of time the CCN is being prepared.	The definition of the word 'prevailing' is self-explanatory.
275	32	5.1. For activities carried out against change orders, the applicability of existing SLAs shall be evaluated by the ONDC and if found applicable, the same shall continue to be in force.	We would request if this could be mutually discussed and evaluated.	Please refer clause 5.4. Provision for mutual agreement is already included.

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276	61	A. Payment terms Upon acceptance of the registry design document by ONDC - 10% of Cost of implementation of registry solution (A) Upon completion of UAT and sign-off by ONDC - 30% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC - 50% of Cost of implementation of registry solution (A) Completion of knowledge transfer and acceptance by ONDC of transition report followed by closure of contract - 10% of Cost of implementation of registry solution (A)	We request the milestones to be applicable for the services aspect and be updated as below: Upon acceptance of the registry design document by ONDC - 30% of Cost of implementation of registry solution (A) Upon completion of UAT and sign-off by ONDC - 40% of Cost of implementation of registry solution (A) Upon Go-live of the solution by ONDC - 25% of Cost of implementation of registry solution (A) Completion of knowledge transfer and acceptance by ONDC of transition report followed by closure of contract - 5% of Cost of implementation of registry solution (A) There needs to be a larger payout in the early stage for the program to be financially viable.	No change
277	61	A. Payment terms - Cost of implementation of registry solution (A)	The provided terms would be acceptable as per above suggested changes for the efforts/ services aspect of the solution proposed. As for the software and hardware components, please add another payment milestone schedule which would be based on delivery, commissioning and sign off.	No change
278		Limitation of Liability	We request ONDC to add a clause in the RFP which restricts the overall liability of the bidder under this contract to a maximum of 10% of the TCV, there are individual capping present but the overall liability capping is not clear.	Please refer clause 20.3. There is no change to the provision specified therein.
279	62	Page-62 ,Annexure 2: Section B: Service Level Agreements; 1. Introduction 'SLA terms with LD has been defined for Availability and Response times	Can we have a clause in the RFP to say that a detail document shall be prepared for each SLA at API-level, with RFP terms as the guideline, but providing more specific, practical implementation terms on mutual agreement	Bidder may include specific details of each SLA in their Technical Proposal, if any, for ONDCs' consideration. No change to RFP.
280	71	Page-71 ,Annexure - 3: Current architecture of Registry 'Information regarding functionality of the Gateway	Information regarding current usage of Gateway is very limited (assists in discovery of NPs). Also, there is no expectation in the solution wrt Gateway	Gateway is not in the scope of the RFP.
281	71	Page-71 ,Annexure - 3: Current architecture of Registry 'Information on current challenges	There is no information regarding current challenges in the system, for which we are looking at this modernization exercise. More specifically, need to understand process and design challenges that a new technology implementation cannot assume for a guaranteed solution. It is understood that the RFP will try to present the solution requirement to cover the current challenges. But certain historical/process based challenges if highlighted, could be useful while proposing a design.	Please design as a greenfield solution. All available and relevant details are already provided in the RFP as annexures.
282	37	Page-37 ,Section 4 - Terms of Reference 'Compliance to Standards and Specifications	Are there any specific requirements to comply to standards/specifications - Meity, RBI, ISO27001, PII related, Data Localization, Oauth, Aadhaar authentication	The requirements in RFP are as per current ONDC policies. Please provide response for requirements as stated in RFP. If there is any change, it will be communicated with the selected bidder during implementation.
283	64	Page-64 ,Annexure 2: Section B: Service Level Agreements; 4. a 'Availability of Registry	Standard exclusions like Planned Maintenance, Force Majeure Events, Transition Period to be mentioned to be applicable	No change.
284	66	Page-66 ,Annexure 2: Section B: Service Level Agreements; 4. b 'Response time of Registry	For Response Time SLAs, need to have a provision to define the set of APIs into a set of categories for different response time expectation - response time tiers. The categories might be a combination of business criticality/prioritization of requests and implementation heaviness (any reporting apis)	No change. Please design solution to meet the specified SLAs and refer to the RFP annexures for API details.
285			Exclusions where there is dependency on Third-party apis	No exclusions.
286	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	Provide guidelines on API versioning - Policies, Change Communication, Transition, Backward compatibility, Deprecation, Sunset, SLAs	Please refer https://github.com/ONDC-Official for details
287	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	ONDC is based on using 'open protocols'; however currently has only REST implementation. Is there a need to support REST alternatives like GraphQL (flexible, precise data fetch) or WebSockets (bi-directional data exchange), MQTT/AMQP for IoT based device communications support.	No requirement at present.
288			Example: IoT devices can be used by logistics providers to track shipments or by retailers to manage inventory levels and forecast demand accurately. So, the IoT devices should be able to use more efficient API implementations	No requirement at present.
289	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	Any further solution guidelines to implement Gateway and Registry in a certain way? Example - Separate Registries for Merchants, Consumers, Products. Usage of Specialist Gateways like Protocol Gateway, Data Exchange Gateway	No guidelines
290	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	Can the Bidders get an opportunity to study the Metrics of the current system - Example - api usage patterns, user registration patterns over the last one year	Please refer corrigendum. Available data has been shared as available metrics are very limited.
291	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	Are the API implementations re-usable ?	No
292	41 and 71	Page-41 and 71 ,Section 4.4 Scope of Work for MSP '	Is any part of the existing solution component/enterprise licenses re-usable	No
293		Last Date of submission	Kindly provide last date of submission	Please refer corrigendum