

Reply to Queries Raised in Pre Bid Meeting Dt. 19.07.2022

Tender no. MSEDCL/CCPD/PG Tender/07-2022

Sr. No.	RFP Clause No.	Existing clause	Query/ Request from Bidder	Final reply to Pre Bid query
1	Section II - Technical Eligibility Point 2	Agency should be a registered legal entity with RBI under Payment and Settlement Act 2007 & Registration as per RBI circular RBI/DPSS/2019-20 / 174 DPSS.CO.PD.No. 1810 / 02.14.008 / 2019 - 20 March 17, 2020	As per Clause 3 sub Clause 3.2, RBI has allowed the applicants to continue business as usual, till further communication is received from RBI. RBI has not issued license to any agency. Agency can submit the Acknowledgement of application of PA service provider, received from RBI along with the covering letter of the application for the tendering process.	Request is Accepted Copy of acknowledgement for application of PA License from RBI can be submitted along with Undertaking as per Tender Annexure XXI or XXII as applicable.
2	Tender Requirements	Pre-Qualifying Req	Some of the eligibility criteria documents are in the name of predecessors	Request is accepted Bidder to submit the documents available with them with proper justifications as self declaration and documentary evidence such as board resolution etc. Same will be considered after confirmation from MSEDCL's legal department.
3	SECTION-I (B) Note No. 20 Section II - Technical Eligibility Point 3	Agency is required to provide Payment Aggregation services and BBPS services	1. As per current payments industry situation in India, most of the agency providing payment solutions may have associate/partner/group company for providing Payment aggregation services like banks . 2. Requested MSEDCL to only consider Payment gateway and BBPS services separately. 3.Requested MSEDCL to please allow consortiums & partnerships specifically to provide BBPS services as most of PA/PGs won't have this license with themselves.	Request is partially accepted Bidder can participate for either Payment Aggregator services only OR for Both services i.e. Payment Aggregator and BBPOU (if holding both registrations). Banks are allowed to bid in Joint Venture (JV) with Payment Aggregator or Payment Gateway (if required) . Only two partners are allowed in Joint Venture. Bank will be the Lead Partner and both the parties will be liable jointly and severally. Joint Venture conditions are as per section III clause 38 to RFP
4	Section II - Technical Eligibility Point 3	Agency should be able to provide at least but not limited to following services: Payment Aggregator services i.e. Online processing of payment transactions from initiation till fund settlement with acceptance of Credit Cards and Debit Cards [Rupay, Visa, MasterCard, Amex & Diners], Internet Banking, Cash Cards and Wallets [at least Five wallets] , IMPS, BBPS, Bharat QR, UPI, NPCI API Mandate, Direct Debit etc.	All the payment options are made mandatory . However, some of the agencies are not able to provide options like five wallets, Bharat QR	Request is Accepted Revised eligibility criteria clause is as below Agency should be able to provide following services as Payment Aggregator services i.e. Online processing of payment transactions from initiation till fund settlement with acceptance of 1) Credit Cards, 2) Debit Cards, [Debit/Credit - of Rupay, Visa, MasterCard], 3) Internet Banking, 4) Corporate net banking , 5) UPI 6) corporate cards (Debit/Credit) [Rupay, Visa, MasterCard], 7) Cash Cards, 8) Wallets, 9) IMPS,10) BBPS, 11) Bharat QR, 12) NPCI API Mandate, 13) Direct Debit, 14) EBPP , 15) NACH/ENACH etc. The service options from sr. no. 1 to 5 are mandatorily to be available with service provider.

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5	Section-VI Point No. 6.1.2 & 6.1.7 Security Deposit	Security Deposit to be maintained 1. Rs. 10 Crores initially 2. Amount equal to Three days average daily collection for last quarter 3. Will be reviewed every six month	Requested to waive off/ reduce/allow fixed amount against Security Deposit Grounds: As per RBI guidelines, the monies are remitted to the merchants through Escrow / Nodal account. The monies never hit Agency account. Hence, the monies are guaranteed by the regulator and NPCI alike for BBPS transactions.	Request is Not accepted Bidder should adhere to tender conditions
6	Section III Point No. 36.2.8	Details of Average monthly transactions and amount are shared for reference	For some of the Modes Total monthly collection amount is mentioned and for some of the modes only transaction count is mentioned. Request you to provide no of transactions, average ticket size and total expected monthly collection for each mode, which can help us in doing the costing calculation properly and quote the best rates to MSEDCL.	Request is Accepted Data is provided in Tender document section III clause no. 36.2.8
7	Section III Point No. 36.2.8	Average monthly Volume of transactions shared - assured Business query	Kindly update how much transactions will be routed to 1st , 2nd , 3rd winner and so on or do you have any routing concept.	Clarification : There is no transaction routing concept. MSEDCL's consumer will be given choice to select the payment channel / payment aggregator from the option provided.
8	Section IV Point No. 4.21	Integration for E NACH registrations One time Charges for E-NACH registration or maintenance charges will be decided mutually by MSEDCL and Agency.	If NACH registration from MSEDCL platform, Who will pay NPCI charges? One time charges will be mutually decided, this needs to be explained further , as the amount will be high considering efforts and technical requirements.	Clarification : The clause is withdrawn
9	SECTION - VII SCHEDULE - (I -A) : PRICE BID – Point 6 & 7	Commercials for UPI transactions processed through any Platform should be NIL (including BBPS)	The commercials for BBPS transactions through UPI cannot be NIL NPCI charges interchange charges on every payment done through BBPS irrespective of mode of payment, hence, this point needs to be suitably rectified or deleted.	Request is Accepted subject to clarification from RBI For transactions processed from BBPS platform rates per transaction can be quoted. Necessary changes are made in price bid. However, the charges for UPI or any other payment mode, transactions processed through any platforms other than MSEDCL website/ MSEDCL Mobile app like BBPS, EBPP etc., will be paid subject to clarification from RBI in this regard. Please refer schedule I - A clause no. 10 of price bid.
10	SECTION - VII SCHEDULE-(I -A) : PRICE BID Note No. 18	Charges for Debit card are to be Quoted as % of transaction value	We wish to quote flat transaction charges instead of % wise charges for debit card transactions. Please confirm if the same can be done.	Request is not accepted Bidder should adhere to tender conditions

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11	Annex-X	DRAFT Service Contract Agreement	<p>The Agreement will have to be reviewed and negotiated between the Parties, the draft agreement at its present form is not acceptable. There are certain clauses which needs to be aligned to our regulatory standards and practice: Example: -Penalty clause -the indemnity clause - Payment terms - Chargeback process etc.</p> <p>Requested MSEDCL to please confirm if they will have a round of negotiation on clauses in the agreement with successful Bidder</p>	<p>Request is not accepted Bidder should adhere to tender conditions</p>
12	Section IV, Point No. 1.1.2 (b)	<p>b. The Agency should have all technologies (like PHP, JAVA, .NET etc.) compatible APIservices with detailed documentation. The API service package must include, i. Status/Query API ii. Server to Server (s2s) call API iii. Refund API iv. Chargeback API etc.</p>	<p>Chargeback API is not available as per industry standards, Refund API is not available in BBPS modes</p>	<p>Request is accepted Refund API is excluded for BBPS Platform. However, penalty for delay in refund will be applicable as per RBI circulars issued from time to time (current RBI circular dt. 20.09.2019) and shall be payable by agency accordingly. The penalties will be charged as per defined SLA for delay in refund to the consumer in addition to the RBI guidelines. Tender annexure XXIII.</p>
13	SECTION IV Point No. 4.13	<p>If for any reason, the Company changes its billing solution to any other platform then or in case the Company reengineers its centralized platform or migrates the same to a different platform then, the Agency shall necessarily incorporate suitable changes, if any required, in its solution to continue with the defined services. For these changes the Agency will not be given any kind of extra payment.</p>	<p>In case of change in integration, Bank will also require to pay additional charges to the service provider. Hence, please remove this clause and mutually, the charges for these changes can be finalized.</p>	<p>Request is not accepted Bidder should adhere to tender conditions</p>
14	Tender Annex-VIII Point no. 2(4)	<p>Commencement period is for 30 days from the date of agreement execution Extendable for one month with approval form competent authority</p>	<p>The integration depends on many factors including dependency on the service provider of MSEDCL. Hence request you to keep integration at 3 months excluding dependencies/ delays by MSEDCL TSP.</p>	<p>Request is partially accepted commencement period will be 45 days excluding delay attributable to MSEDCL from the date of execution of agreement .</p>
15	Not in Tender Documents	Not in Tender Documents	<p>Card Saving PGA should be able to Offer Tokenization solution as per the standards laid down by RBI which is a mandatory requirement to process card transactions</p>	<p>Clarification : Presently MSEDCL does not store any card details . During contract period agency should follow and comply with all RBI guidelines/circulars and other statutory/regulatory circulars</p>
16	SECTION-IV Point No.17.1	<p>Customer Support and Complaint Handling The turn around time (TAT) for complaint resolution is given as three days</p>	<p>For BBPS, Refunds will be initiated by respective COUs as per NPCI guidelines and agency has no control on it. agency can refund to its customers as per the clause Hence for such cases , we should not be penalized</p>	<p>Request is partially accepted Turn Around Time for complaint resolution for transactions processed through BBPS platform will be FIVE Days.</p>
17	Section-VI Point No. 3	Blacklisting of the Agencies	<p>Requested MSEDCL to clarify if this in regards to T&Cs mentioned under the RFP for T&Cs covered in the agreement with successful bidder</p>	<p>Clarification : The condition of blacklisting of agency is required as eligibility criteria and also considered for agreement execution if contract is awarded.</p>

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18	SECTION-I (D) Point No. 5	Bid Submission – Techno commercial Bid / Price Bid / EMD	As per point no 3, EMD can be paid online or through Bank Guarantee. Please confirm if Axis Bank can provide Bank Guarantee issued by Axis Bank itself.	Request is not accepted : Bank Guarantee issued by any nationalized/ scheduled bank can be submitted. However, Bank Guarantee issued by bidder itself is not acceptable.
19	Section III Point No. 37.2	MSEDCL intends to engage more than one agencies, hence, selection of bidders, out of all bidders who has accepted for “the lowest acceptable rates” as per clause 36 above, the bidder having highest number of transaction processing experience will be considered for Award of contract	Will be considered for Award of contract if our commercials are 2nd lowest , have highest number of transaction processing experience but do not accept to match lowest price?	Clarification: No, Award of contract will be as per section III clause no. 37 of RFP only i.e. to bidders matching the Lowest acceptable rate.
20	SCHEDULE-(I -B) : PRICE BID	Confirmations for accepting order by matching rates with lowest acceptable rates as decided vide Clause No. 36 of Section III	Is this required to be submitted along with the Tender Documents? Ideally, post opening of the Price Bid, and confirmation of the Bidder Selection, the same should be demanded.	Request is Accepted Relevant changes are made in tender document. Schedule I -B i.e. confirmation for matching should be submitted after circulation of the lowest acceptable rates.
21	Section-VI Point No. 2	Place of Arbitration will be Mumbai	Requested to consider changing the place of Arbitration to Bangalore	Request is not accepted Bidder should adhere to tender conditions
22	Section IV,Point No. 1.1.2 (c)	A Common approach for implementation of Payment system will be preferred. i.e., Generic or Common URL for all types of Online Payment Integration has to be provided	common URL approach is possible for PG redirection, but for other mode integration, URL may change Each Product integration e.g. PG, BBPS, E-NACH is different and hence the integration approach would also be different and can't be common. Please provide required clarity on the same.	Clarification: Transactions which are initiated from MSEDCL platform should have generic URL for all MID i.e. Consumer or Non Consumer
23	Section IV, Point No. 1.1.2 (f)	Dashboard for all payment channels transactions should be available along with statistics and details as per requirements of MSEDCL	Dashboard functionality would be available for PG transactions, for BBPS the employer needs to approach BBPCU(NPCI) for dashboard	Clarification As agreement will be between MSEDCL and Payment Aggregator/JV only , Payment Aggregator/JV must make provision to show all types of transactions. Payment Aggregator/JV can do this in co-ordination with third party partners or any other regulatory organizations like NPCI.
24	SECTION IV Point No. 4.3	After successful online payment transaction. The Agency will provide consumer an online receipt clearly indicating: ☑ Receipt ID, ☑ Transaction date, ☑ Invoice no./ Consumer ID/Customer ID ☑ Consumer name and address, ☑ Bill month, ☑ Net electricity bill amount paid, ☑ Service charges, if any paid ☑ Total amount paid, ☑ Due dates, ☑ Payment Mode ☑ Transaction ID, ☑ Bank reference ID, ☑ Any other important information decided by Officer In-Charge of the Company	We send payment webhooks for every successful & unsuccessful transactions. While most of data mentioned here is covered, any additional data required can be provided by creating custom reports. Request MSEDCL to allow for the same	Request is Not Accepted Bidder should adhere to the tender provisions.

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25	SECTION IV Point No. 4.10	Providing the ability to block certain users, card numbers, account numbers, etc.	Need more clarity on this.	Clarification : In Some exceptional Cases reported by judicial authorities or Cyber cell, Such activity will be required from Payment Aggregator/JV.
26	SECTION IV Point No. 8.1	e-Payment service should be available for at least 99% of the defined service delivery time for 24X7period. In case of failure, all damages will be charged to the Agency	We request you to cap the availability at 98% as to maintain 99% is difficult as it depends on so many different applications.	Request is not accepted. Bidder should adhere to the tender provisions
27	SECTION IV Point No. 16.1	e-Payment services shall be provided in English with Hindi/Marathi text wherever necessary as per requirement of Employer.	As the front end platform would be of MSEDCL for PG, these developments are required on MSEDCL page itself. Please confirm if anything specific is required on the payment gateway page.	Clarification : The clause is withdrawn
28	Section III Point No. 14.2	Bid End Date	Requested for Extension of Bid Submission date	Request is accepted Bid sale and submission dates have been extended. Please refer to the notice published on MSEDCL website.
29	SECTION-III Point No. 10.4	Preparation of Bids	Can the pages be initialed by the Authorized Signatories and the Last page of the relevant annexures be signed in full?	Clarification: All Pages of tender can be initialed by the Authorized Signatories and the Last/ any page, where seal and signature is mentioned should be signed in full. and Attestations of documents should be signed in full with seal.
30	SECTION-VI Point No. 4	Special Powers of Determination for withdrawal of work allotted any time by giving notice	Requested to change termination to happen with prior written notice of 60 days from MSEDCL side.	Request is Accepted Clause for Notice period of 30 days is added
31	SECTION-VI Point No. 5	Termination of Contract	Requested to change termination clause to be mutual to both parties.	Clarification The termination clause is mutual, please refer to the service level agreement (tender annex X)clause 10.1
32	SECTION-IV Point No. 6.1.1 Settlement Time	The agency must group all the transactions together and shall transfer the payment through NEFT/RTGS to Company's designated bank accounts on T+1 day till 11.30 am excluding any banking holidays. The payment should be transferred to bank accounts as specified by the Employer. The maximum time duration for settlement of funds is T+1. "T" being date of transaction by consumer/customer/vendor of MSEDCL.	as the products are different, settlement for each product such as PG, BBPS, NACH will be separate and not possible to club by 11.30 am Please advise if the timings can be extended to 5 or 6 PM.	Request is not Accepted: Bidder should adhere to the tender provisions.
33	Section-V Point No. 28 Invoicing	Invoicing by bidder for consideration should be done to MSEDCL and MSEDCL will pay to agency remittance of collection amount should be on gross basis	Remittance to MSEDCL should be ideally, Net off rather than Gross.	Request is not accepted. Bidder should adhere to the tender provisions
34	Annex VIII - Point 1	Annex VIII Service Levels of performance and penalties - delay in fund remittance	For pending successful BBPS transactions from NPCI the payout gets delayed, for which the penalty should not be charged to the agency	Request is not accepted Bidder should adhere to the tender provisions
35	Annex VII - Point 5	Annex VIII Service Levels of performance and penalties If consumer has been deprived from prompt payment discount etc. or charged with Delayed payment charges due to delay in updation of transaction record by Agency for any reason	Such cases may occur where there is delay in response from NPCI in BBPS transaction, hence the same must not be attributable to the agency, and related consumer charges not to be recovered from agency in such case	Request is not accepted Bidder should adhere to the tender provisions

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36	Tender Annex-VIII Point no. 2(1) Penalty for delay in remittance	Any delay by agency to repatriate the collected funds to MSEDCL's designated bank account, above the period as agreed i.e. T+1, will attract a penalty charge of 18% p.a. of the collected amount for each day of delay & 24% per annum for subsequent instances for the delay in fund transfer in the same month would be charged	Bank makes payment on T + 1 basis to all billers. However, due to technical or other related difficulties in very few cases beyond Bank's control, settlement may delay. We request you to consider charging interest post T + 5. Alternatively, please allow a maximum of 30 occasions in a year for delayed settlement.	Request is Not Accepted. Bidder should adhere to the tender provisions
37	SECTION-I (E) Point No. 7,8	Tender fee/ EMD	Request MSEDCL to confirm if EMD provided is refundable or not Please specify the Validity	Clarification : Bid Validity and Bid security Validity (EMD) is 180 days. The validity may be extended as per clause 30.2 of section III. EMD will be refunded as per clause no. 21.4 of section III of tender.
38	Section III Point No. 36.2.8	Method of Evaluating Price Bid	How many transactions are expected in a year. Number given of NACH/ENACH is of Mandate Registration or Transactions processing. Mandate and Transaction counts will not be same.	Clarification : Numbers given in tender document are average monthly number of transactions.
39	Section III Point No. 37.2	Award of contract	Will be considered for Award of contract if ,we do not accept to match lowest price but our commercials are lowest ?	Clarification : No, Award of contract will be as per section III clause no. 37 only i.e. to bidders matching the Lowest acceptable rate
40	SCHEDULE-(I -B) : PRICE BID	SCHEDULE-(I -B) : PRICE BID	For matching the lowest rates the same shall not be a mandate and bidder must be given option to retain the original bid for award of contract, post successful selection	Request is not Accepted Bidder should adhere to the tender provisions.
41	Section IV, Point No. 1.1.2 (c)	A Common approach for implementation of Payment system will be preferred. i.e., Generic or Common URL for all types of Online Payment Integration has to be provided.	Each Product integration e.g. PG, BBPS, E-NACH is different and hence the integration approach would also be different and can't be common. Please provide required clarity on the same.	Clarification : Transactions which are initiated from MSEDCL platform should have generic URL for all MID i.e. Consumer or Non Consumer
42	Section II - Sr. No.5 & 6 Tender Annex-III	Financial Eligibility criteria Proforma for Undertakings	Whether the Bond paper can be replaced by E-Stamp / Franking of the equivalent value?	Request is accepted. In tender document wherever Bond Paper with Value is required , e- Stamps / franking / stamp paper of the equivalent value can be used.
43	SECTION-I (A) Point No. 5	Physical Submission of Documents	Whether the documents of RFP are required to be submitted Online or Physically? In section II on page 16 and 17 we are required to produce all these documents to support eligibility. Whether all these documents are to be produced at the time of bid submission or making contract or later?	Clarification : Only the documents mentioned at section (I) (A) point 5 are to be submitted physically as well as online. Rest all documents should be submitted online only . Both for physical and online submission dates are same as mentioned in key dates and updated subsequently on MSEDCL website . Original documents may be required to furnish as per clause 22 of Section I (B)

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44	Annex-XII	List of partner banks in Maharashtra	Please confirm what exactly needs to be provided in this. As checked on page no 94, these details are already asked.	Clarification : It is to clarify that in Annex - XII list of banks for which bidder is providing Net Banking facility is to be given. Further, page 98 is part of Annex X - service level agreement format and not to be provided separately while bid submission.
45	Tender Annexure-XV	Performance certificate	Is there any minimum no. of transaction count that should be in performance certificate for given years ?	Clarification: Actual number of transactions is to be provided in the performance certificates.
46	Not in Tender Documents	Not in Tender Documents	We had taken digital sign of MD while registration on E tender portal , now can we take signature on Bid documents of other authorized signatory who is part of Board resolution.	Clarification: Bidder can add signatory by editing the profile through edit option and after addition of signatory digital signature of authorities mentioned in e-tender profile can be used.
47	Not in Tender Documents	Techno commercial bid clarification	Clarification required regarding format for technical and commercial bid.	Clarification No specific clause is mentioned for clarification . Bidding and bid evaluation process is mentioned in detail in tender document. For online bid submission please refer the manual available on MSEDCL etender site
48	Tender Annex-VIII	Service levels of Performance & Penalties	For delay in fund remittance, the penalty will be applied by deducting the amount in monthly invoice or performance BG.	Clarification The penalties applicable will be recovered through monthly invoices and if not sufficient, it will be recovered from performance Guarantee.
49	Section II - Technical Eligibility Point 7	PCIDSS Compliance	All our empanelled aggregators are PCIDSS complied	No comments.
50		Not in Tender Documents	In the latest RFP floated, MSEDCL will be selecting how many biller OUs. (One/ Two)	As per BBPS guidelines Two Biller Operating Unit (BBPOU) will be appointed.
51		Not in Tender Documents	How will we identify the changes in tender document new version	Please refer to the annexure no. XXIV of tender for list of clauses changed after pre bid meeting

Note:

Revised version of tender document (RFP) uploaded.

Please ensure the submit the bid as per revised tender version only