

Reply to Pre Bid Meeting (held on 18.04.2023) Queries

Tender Name: Selection of Payment Aggregator Service Provider for providing system for Online Payment of electricity bill (LT & HT) and other services to MSEDCL

Tender Code : MSEDCL/CCPD/PG Tender/R-002

Sr. No.	RFP Clause No.	Existing clause	Query/ Request from Bidder	MSEDCL's Reply to Pre bid query
1	Section - I (A) Point 1	Key dates	Requested for Extension of Bid Submission date	<p>Request is accepted.</p> <p>Extension is done. Please check Latest Announcement option on https://etender.mahadiscom.in & https://www.mahadiscom.in site for revised dates. Henceforth please visit these sites for further revision in dates, if any.</p>
2	Section - I (B)	Tender Value	4500 lakhs is our estimated net commission form MSEDCL for each year. Please confirm	<p>Clarification:</p> <p>Estimated Gross commission of Rs. 4500 Lakhs is for three years agreement tenure as per tender conditions.</p>
3	Eligibility criteria Point 4	Agency should have prior experience of providing online payment aggregator services for at least five years with minimum average annual number of transactions of 5.00 Crores per year in last two financial years each	<p>If the performance certificate is not available from more than one to give average annual number of transactions of 5.00 Crores per year in last two financial years each can we provide self declaration certificate. ?</p> <p>Requested to allow self certification for PA service providers to confirm number of transaction processed by them for their merchant. We also request you to allow us to submit the details of the NPCI statistics published monthly as proof of transactions for all BOU license holders in India.</p>	<p>Request is not accepted.</p> <p>Self declaration certificate will not be accepted. Experience certificate should be on billers letterhead as per tender condition Annex XV.</p>
4	Eligibility criteria Point 4	Agency should have prior experience of providing online payment aggregator services for at least five years with minimum average annual number of transactions of 5.00 Crores per year in last two financial years each	Request for relaxation to Rs 2.9 crores	<p>Request is not accepted.</p> <p>Bidder should adhere to eligibility criteria as per tender document.</p>

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5	SECTION-I (C) TENDER FORM	<p>Selection of Payment Aggregator Service Provider for providing system for Online Payment of electricity bill (LT & HT) and other services to Maharashtra State Electricity Distribution Company Limited (MSEDCL), Mumbai including Onboarding on Bharat Bill Payment System (BBPS)</p> <p>Or</p> <p>Selection of Payment Aggregator Service Provider for providing system for Online Payment of electricity bill (LT & HT) and other services to Maharashtra State Electricity Distribution Company Limited (MSEDCL), Mumbai</p> <p>Tick mark any one of the above for which Bid is submitted.</p>	Can we tick both , as we would like to get order for both or at least one .	<p>Clarification:</p> <p>Please select any one only.</p>
6	Scope of Work 4.13	If for any reason, the Company changes its billing solution to any other platform or in case the Company reengineers its centralized platform or migrates the same to a different platform , 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.	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 amount of change can be finalised.	<p>Request is not accepted.</p> <p>Bidder should adhere to terms and conditions of tender document.</p>
7	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.	<p>Requested to change the settlement time upto EOD of T + 1 as the department requires processing of the transactions, reconciliation and then accordingly settle the funds.</p> <p>Also, as the products are different, settlement for each product such as PG, BBPS, NACH will be separate and not possible to club</p> <p>Settlement will be done on T+1 for all domestic transactions where T being date of transaction. This may get effected due state holidays in the state of Gujarat and Maharashtra.</p> <p>This is done on basis of multiple recons of the settlements and may sometime breach early morning timelines hence service provider can be allowed for settlement on T+1 Basis bank working day</p>	<p>Request is not accepted.</p> <p>Bidder should adhere to terms and conditions of tender document.</p>

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8	Tender Annex-VIII 2.1	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 terms and conditions of tender document.
9	17. Customer Support and Complaint Handling	Agency should provide full support to MSEDCL to resolve consumer complaints. Turn Around Time (TAT) of agency for any complaint raised by MSEDCL or consumer should be 24 hours. Compliant should be resolved within three days period or should be closed mutually. If there is unreasonable delay in complaint resolution by agency then penalty as per clause penalty will be applicable	For BBPS, Refunds will be initiated by respective COUs as per NPCI guidelines and BOB has no control on it. BOB can refund its customers as per the clause	Clarification: There is no such clause in tender document.
10	Customer Support and Complaint Handling 16.1	Agency should provide full support to MSEDCL to resolve consumer complaints. Turn Around Time (TAT) of agency for any complaint raised by MSEDCL or consumer should be 24 hours. Compliant should be resolved within three days period (Turn Around Time for complaint resolution for transactions processed through BBPS platform will be FIVE Days) or the complaint should be closed mutually. If there is delay in complaint resolution by agency then penalty as per tender annexure XXI will be applicable.	Request not to charge any penalties for this clause.	Request is not accepted. Bidder should adhere to terms and conditions of tender document.
11	3 Integration with MSEDCL Mumbai portal(s)/Mobile App/ BBPS	Integration with MSEDCL Mumbai portal(s)/Mobile App/ BBPS	Please confirm the integration is with how many systems of MSEDCL for BBPS Services	Clarification: Integration for BBPS services will be only for MSEDCL energy bill collection.
12	Tender Annex-VIII 2.2	Agency should maintain all integrated e-payment services uptime at least 99%. Failure will attract penalty.	Requested 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 terms and conditions of tender document.

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13	Tender Annex-VIII 2.4	Integration not done within commencement period of 45 days from the date of execution of agreement	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.	Request is not accepted. Bidder should adhere to terms and conditions of tender document. Also refer Clause 32 of Section-III of tender document.
14	Scope of Work 8.1	e-Payment service should be available for at least 99% of the defined service delivery time for 24X7 period. In case of failure, all damages will be charged to the Agency.	Request to withdraw this clause.	Request is not accepted. Bidder should adhere to terms and conditions of tender document.
15	Point 1 Eligibility criteria	The Agency should be a registered company under Companies Act 1956/2013/ Banks as individual / Banks in tie up with Payment Aggregator(PA)/Payment Gateway(PG) or PA/PG & BBPS service providers 1a. Bidder can participate for either PA services only OR for Both services i.e. PA and BBPOU (if holding both registrations).	<p>1. Agency has been associated as current PA service provider with MSEDCL, and we are keen to participate in the BID process. But as per the current status of our application we will have to oblige the RBI guidelines wherein we cannot undertake new onboarding of any merchant. As per meeting we were informed that an undertaking would be taken in regards of the PA license application. Further as confirmed from our compliance team we can participate in the tender given below conditions are met if the license decision by RBI is pending. Therefore, given that MSEDCL is existing merchant(s) of Agency, in our view, we can, if selected by MSEDCL, accept the award of Tender in our favor and continue to extend our services to MSEDCL if the following criteria are met: (1) Agency should be considered to have participated in the Tender for limited purpose of offering fresh commercial bids for the existing arrangement between Agency and MSEDCL (2) The existing agreements between Agency and MSEDCL and Discoms should continue to remain in force without any changes. Only commercials (as revised) shall be captured through execution of separate addenda to the existing agreements along with renewal of tenor as the agreement is due for expiry in June 23 (3) Merchant IDs (MIDs) issued previously for MSEDCL remain the same; Though we will issue MID for other services which are required for your business (4) There is no change in the beneficiary account of MSEDCL where the funds are required to be settled.</p> <p>Respected Authorities -Given the evaluation process of RBI is very extensive and time consuming, Agency which is currently existing service provider further requests to allow to participate in BID process basis the stipulated conditions of RBI, in case new onboarding prohibition is lifted during tender selection process then we can go with normal process of tender. We shall confirm the details through official letter signed by the authority. For all additional terms and conditions we can amend the agreement</p>	<p>Clarification:</p> <p>Bidder may submit the documents available with them with proper justifications as self declaration and documentary evidence such as board resolution, correspondence from concern authorities etc. Same will be verified by MSEDCL's legal department and as per opinion of legal department, bid will be evaluated.</p>

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16	Section III 38	Joint Venture conditions are as per section III clause 38 of tender.Both partners of the joint venture shall be jointly and severally liable for the execution and the fulfillment of the Contract in accordance with the Contract terms to the Employer. Bank as Lead Partner shall act as authority to bind the joint venture and each of its members. In any case the composition or the constitution of the joint venture shall not be altered.	Will the MSEDCL sign agreement with leading Bidder? Or with both companies who are coming for single bid as JV. 1. IF JV is done, will they execute will lead bidder. 2. Will only lead bidder raise the invoices 3. Settlement from lead bidder will be done, or JV partner can also do the settlement directly	Clarification: There is no provision for Joint Venture in tender document.
17	Section I-B Point no. 10 (EMD) Section VI Point No.6.1.1 / 6.1.2	EMD & Contract performance guarantee/ Security Deposit	<p>1. BG amount following the 3 day average logic shall be applicable for PA collections.</p> <p>2. BG amount can be fixed with arbitrary amount for BBPS collections given that NPCI has a mechanism to secure settlement and other various risks in BBPS business whereby they are already taking security guaranteed funds from all BOU and same is reviewed twice a year.</p> <p>We request that the stipulation for submission of EMD and Performance BG (in case of winning bidder) may please be waived, as the same puts additional burden on the bidder. May we suggest that instead of Bank Guarantee, levy of appropriate penalty/ies may be considered, in case of deficiency in service provision under tender terms</p> <p>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. No need for the Security Deposit or if required, to be limited to 1 day's collection. Can we submit a letter from our Nodal Bank for reduction / waiver of Contract performance guarantee/Security Deposit through BG.</p> <p>Request to waive for PSBs</p>	Request is not accepted. Bidder should adhere to terms and conditions of tender document.
18	Tender Annex-II	The bidder/Agency must furnish Annex-II: Proforma for 'No Deviations' from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.	As per the developments happening in licensing process, exception to the bid shall be allowed only related to licensing matter for PA bidders.	Request is not accepted. Bidder should adhere to terms and conditions of tender document.

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19	14 Auditing	Upon request of Employer and at the expense of Agency, Agency shall agree to have annual security audits conducted by a third party, who shall be chosen by MSEDCL, Mumbai	We request your help to omit Audit requirements for normal business as we already undergo different audits for certifications and for complying with regulatory authorities.	Request is not accepted. Bidder should adhere to terms and conditions of tender document.
20	Section III 38	Terms and conditions for Bank bidding with Tie up partner	Not just banks, but the PAs too are using other PAs as partners. Hence, it is imperative that the clause should include both Bank and PAs who are going to use services of other PA.	Request is not accepted. Bidder should adhere to terms and conditions of tender document.
21	SECTION - VII Price Bid		If NACH registration from MSEDCL platform, Who will pay NPCI charges?	Clarification: There is no provision regarding registration for NACH from MSEDCL platform in the tender document.
22		No clause in tender	We request for considering opening of bank account with winning bidder, wherein the collections under tender may be credited ; in case MSEDCL wishes, the same may thereafter be suitably transferred / remitted to MSEDCL's existing banker under tender stipulated guidelines.	Clarification: The collection should be credited to designated Bank account of MSEDCL as per Section IV clause no. 6.1.1 of tender document.
23		No clause in tender	We understand that customer service desk and servicing thereof may be required as part of tender ; we request that the same, and similar SLAs (if any), may be please be decided on a mutually agreeable basis.	Clarification: The required terms and conditions are already incorporated in the contract agreement to be executed (if contract awarded) as per tender Annexure X.

**Note : The existing Tender document - MSEDCL/CCPD/PG Tender/R-002 is not revised.
Please ensure to submit the bid as per existing tender document only.**