



RFP NO: CO: BFSL/ ME RFP/2023-24/02

RFP for Procurement of Merchant Management Solution

Sr. No.	Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Responses
1	Annexure 1	2	4	The Bidder should be capable of migrating entire/selective data from the existing systems to its proposed system, before going live at no additional cost to the company. The Bidder should have experience of Merchant Data migration for at least one Bank.	Annexure 1 . We have implemented solution for 3 Banks so far. Migration was not required in them. We do have the expertize involved in migration of systems. Hoever, may not get the experience letter	Waiver of criteria	It can be consider valid submission of MSME or startup certification.
2	Annexure 1	2	5	Bidders must have application support and helpdesk setup in India AND BCP center must be available and support BFSL at our locations namely (Delhi,Mumbai)	Does the Bank require L1 support as well.	helpdesk setup should be limited to providing L2 support. Customer direct support should be BFSL responsibility	The bidder should have offshore support mechenism. L1 support will be manged by the company.
3	Annexure 1		7	Bidder should have implemented Merchant Management Solution for at least one bank/FI in and running satisfactorily for last 5 years. BFSL preferes those bidders who are aware about the latest updates and it is preferred that bidder may have done system upgrades as per regulatory requirement in existing platform in last 3 years	Request Bank to remove the 5 year and 3 year terms. We are a startup and request a waiver on this clause	Waiver of criteria	It can be consider valid submission of MSME or startup certification.
4	Annexure 1		8	Should have experience in having implemented the similar End to End Merchant Payment and Engagement letter / PO Settlement Management Solution atleast one bank/FI in India in the last 5 years	Request Bank to remove the 5 year term. We are a startup and request a waiver on this clause	Waiver of criteria	It can be consider valid submission of MSME or startup certification.
5	Annexure 1		10	The Bidder should have an annual financial turnover of INR 3 cr. or above last 3 financial years (20-21, 21-22 & 22-23) from operations in India	Request Bank to consider the +ve network for last 3 years instead of INR 3 crore turnover	Waiver of Criteria	It can be consider valid submission of MSME or startup certification.
6		29			Request Bank to clarify scope of work. Is it software only or does Bank want facility management where software is hosted?		Facility Management is not part of scope
7		13			In case Bank wants end to end services (software, updates, facilities etc.) does Bank want all of this to be included under License cost?		The bids received will go through an evaluation process. No separate pricing for update etc will be entertained.
8		30			Kindly share a pricing format with broad line items to bid for		Given

9		30			Kindly clarify list of features etc. as base license cost is subject to changes with every feature implementation		Please refer to Techno functional Requirement Document forming part of Annexures
10		14	4.2.1	Project Scope	Request Bank to clarify if final expectation is Hosted or Licensed model? Also request to clarify under Licensed will Bank host the MMS on its own premises?		Licensed model
11		12	2.9	2.9 Facilities Management, AMC, ATS	s the Bank expecting any dedicated support team from the vendor at the Banks premises onsite for L1 monitoring and incident management for the monitoring software and / or L2 level trouble shooting/log/issue analysis activities? Kindly confirm.		This would be need-based
12		12	2.9	2.9 Facilities Management, AMC, ATS	f response to the above question is yes, then please specify what working hours will the onsite team be required? Also specify the headcount of L1 and L2 staff that the Bank will expect the vendor to deploy onsite.		This would be need-based
13		12	2.9	2.9 Facilities Management, AMC, ATS	f response to the above question is yes, then please specify whether the Bank will expect such onsite support for the entire duration of the contract period or some other term.		Resource requirement is optional please refer the revised Bill of Materials
14		12	2.9	2.9 Facilities Management, AMC, ATS	If the Bank does not need dedicated onsite support staff from the vendor, then will the Bank be willing to provide remote access to its production and DR environments to vendor staff such that shared or dedicated support can be provided to the Bank from vendors offshore support facilities ?		Yes, please refer revised Bill of Materials
15		12	2.9	2.9 Facilities Management, AMC, ATS	Based on Bank's support expectations on the software, while the product support can be provided by the vendor, the vendor assumes that the Bank will cater to the support of the underlying infrastructure on which the monitoring software will be installed - namely OS, Middleware, Database, network, storage, etc.. Kindly confirm this assumption.		We have 3 working shifts (7 am - 3 pm, 3pm - 11pm, 11pm - 7 am)
16		13		Revised bill of materials	Where to quote the required facility management charges?		Please refer to revised Bill of Materials
18	1	14	4.2 (2)	Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Company.	Cannot accept the highlighted portion as it would be additional services and not included in the scope	Required to be deleted	No change as it may include items which would be must to have but not envisaged or omitted in this document

20		50	10.2	Indemnity - Second last black bullet point: Any transaction contemplated under this RFP/subsequent agreement.	too wide	Deletion	Any transaction contemplated under this RFP/subsequent agreement will be basis mutual agreement in writing.
21		50	10.2	Indemnity	to be mutual	Addition	Cannot be Mutual
22		51	10.3 (4)	Limitation of Liability	to be mutual	Addition	We have already capped the Limitation of Liability bit we cannot make it mutual as we are service taker.
23		51	10.4 (1)	First Bullet Point: Promptly after receipt by Company of notice of the commencement or threatened commencement of any relevant civil, criminal, administrative or investigative action or proceeding, the Company will notify the selected Bidder of such claim in writing. No failure to so notify will relieve selected Bidder of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure.	Promptly after receipt by Company of notice of the commencement or threatened commencement of any of the indemnifiable event's as mentioned in 10.2 above, relevant civil, criminal, administrative or investigative action or proceeding, the Company will notify the selected Bidder of such claim in writing. No failure to so notify will relieve selected Bidder of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure.	this would cover any and all claims- hence proposing modification	We are Ok with proposed changes in clause
24		52	10.6	Termination of Contract	The selected bidder cannot terminate the contract by giving a contract termination notice to the Company, except in certain cases as mentioned below. The Company reserves the right to terminate the contract entered into with the selected Bidder in the following circumstances:	Bidder to have right of termination in certain cases - modification proposed	Ok
25		52	10.6	Termination of Contract	* Incase BoB delays in payments as per RFP *Violation or breach of any conditions or terms of the RFP or subsequent contract by BoB * An Insolvency Event occurs in relation to BoB or it ceases to carry on its business or substantially the whole of its business;	Addition of cases where Bidder can terminate - addition poposed	We cannot agree to point no# 1 & 2 but we can agree to the 3rd point
26		55	10.7	Compliance with Laws (Entire Clause)	to be made mutual	Modification	this cannot be made mutual
27		58	10.19 (2)	All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Company.	All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed mutually by the Parties.	Mutual Appointment proposed	OK
28		62	10.31 (5)	The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.	The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Disclosing Party's confidential information or IPR, without obtaining the written consent of the Disclosing Party.	Proposing Mutual provision	OK