

CORRIGENDUM 1	Response to the pre-bid queries
Date:	10.10.2022
BYPL NIT NO:	CMC/BY/22-23/RS/SvS/RD/46 DT: 20.09.2022
Work:	Hiring of Bharat Bill Pay Operator Unit (BBPOU) for Collection of Electricity Bill Payment for BYPL

Part A: Response to Pre-bid queries				
Sl.No	NIT Clause Reference	Description	Bidder's Query	BYPL Reply
1	Section I, RFQ, General	Bid Submission Date	<p>Due to tender document complexity and also few holidays coming in this week we request you to help us with extending the tender till 20th of october 2022.</p> <p>Considering the complexity of the bid and extent of details required, request BYPL to provide an extension of atleast 3 weeks from the date of prebid response.</p>	Bid Submission date has been extended till 27.10.2022, 15:00 Hrs
2	Section I ,RFQ, Qualifying Requirement, Technical QR, Clause 4.1(i) , Page 10	Bidder should be an authorized entity (BBPOU) in BBPS System.	<p>Additionally, bidder should be authorized by at least 25 billers to operate as default OU out of which at least 2 should be electricity board.</p> <p>Performance Certificate of at least 10 billers to be submitted.</p> <p>Currently more than 100 billers are live on BBPS platform</p>	Tender conditions shall prevail
3	Section I ,RFQ, Qualifying Requirement, Technical QR, Clause 4.1(i) , Qualification Criteria, Page 10	Qualifying Requirement	Bidder should have at least 10 Agent Institute network under BBPS.	Tender conditions shall prevail
4	Section I ,RFQ, Qualifying Requirement, Commercial QR, Clause 4.2(i), Page 11	Qualifying Requirement	<p>Commercial Criteria :</p> <p>Add Addition Criteria – Bidder should be a profit making entity for at least 3 years [required for most government tenders] with minimum profit of at least Rs 50 Cr/year.</p>	Tender conditions shall prevail
5	Section I ,RFQ, Clause 3, EMD, Page 9	EMD and Tender Fee	EMD and Tender fee should be allowed through electronic fund transfer. Kindly share the bank account details to submit the tender cost and EMD as physical DD is not possible	Tender conditions shall prevail
6	Section I ,RFQ, Qualifying Requirement, Commercial QR, Page 10	ii) The bidder must have executed a single order of minimum value of Rs 80 Lakhs or two orders of Rs 50 Lakhs each or 3 orders of Rs 40 lakhs each in the last three financial years (FY19-20, FY 20 21, FY 21-22) for providing BBPS services. Performance certificates along with order copies to be submitted in this regard	In the above mentioned point what do we need to share with BSES Yamuna, do we need to share the billing amount or invoice of the single order which we executed for existing biller?	Required documents are clearly mentioned in tender documents.
7	Section I ,RFQ, Qualifying Requirement, Clause 4.3, Other Requirements, Page 11	It's mentioned that bidder shall submit all necessary documentary evidence for - iv. Organization Chart of the Bidders Company/organization v. Organization chart for execution of the contract comprising of Technically Qualified manager, Safety officer as per CEA guidelines, HR manager, Diploma /Graduate Engineers etc. vi. Experience details with credentials	We want to know what documents exactly BSES Yamuna required for the above mentioned three points	Required documents are clearly mentioned in tender documents.
8	Section I ,RFQ, Qualifying Requirement, Technical QR, Clause 4.1(i) , Qualification Criteria, Page 10	Performance Certificate	Is it mandatory to submit the work order and performance certificate if we can submit either of it.	Tender conditions shall prevail

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9	Section I ,RFQ, Qualifying Requirement, Technical QR, Clause 4.1(i) , Qualification Criteria, Page 10	The Bidder should have experience of minimum 1 year for providing BBPS services, in last 3 years preferably with any Public / Private / Govt. Utilities / Enterprise”(Electricity, Gas, Water, Railways, Bank etc). Order copy or Certificate from client to be submitted in this regard.	Please clarify what BYPL refers to as order copy - Is the expectation to share copies of contracts that Bidder has with its billers or agent institutions under BBPS or any other alternate documentation? Also please clarify what certificate from client means.	Order copy received from client to be submitted
10	Section I ,RFQ, Qualifying Requirement, Technical QR, Clause 4.1(i) , Qualification Criteria, Page 10	The Bidder should have experience of minimum 1 year in handling reconciliation and settlement in payment aggregation / BBPS system in last 3 years. Certificate of satisfactorily handling of settlement and reconciliation from the client to be submitted in this regard.	Please clarify whether the expectation here is for the Bidder to provide a certificate for satisfactorily handling S&R or other documents can be submitted in that respect to address this requirement.	Certificate for satisfactorily handling the transaction under BBPS.
11	Section I ,RFQ, Qualifying Requirement, Commercial QR, Page 11	The bidder should submit an undertaking for “No Litigation / No legal case” is pending with BYPL or its Group Companies. Bidders having any litigation/ legal case pending with BYPL shall not be considered qualified for this tender	Please provide a list of group companies of BYPL for the Bidder to make such analysis.	Group companies includes companies under Reliance Infrastructure Group
12	Section III, SCC, Clause 6, CPBG, Page 28	Bank Guarantee	As this is a BBPS solution, Paytm has already submitted the corpse money with NPCI for security purpose, Requesting you to please help provide us the waiver on the BG submission	BG needs to be submitted as per tender document
13	Section III,SCC, Clause 5.2, Rates & Escalation, Page28	The rates shall remain fixed for the entire duration of the contract and not subject to any escalation.	BBPS is national payment infrastructure. NPCI acting as the BBPCU has the right to alter tariff rates and other terms of engagement viz. BBPS. BYPL to clarify how the rates shall be escalated in case of changes in the BBPS tariffs/ changes in the NPCI fee structure.	Bidder to envisage escalation in past and to quote accordingly
14	Section III, SCC, Clause 6, CPBG, Page 28	Initially the contractor shall submit Contract Performance Bank Guarantee for total value of Rs 10 lakhs and the same shall be valid till contract period including any amended tenure, plus 3 months toward claim period. Further, the CPBG value may be increased based on collection value (two days maximum collection in a month, average will be based on a quarter)	Given that BYPL is requiring a minimum CPBG which will be increased based on collection value, what minimum commitments shall BYPL be providing to the Bidder?	No minimum commitment.
15	Section III, SCC, Clause 6, CPBG, Page 29	If the CPBG is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Company/BYPL and provide within five (5) days a replacement CPBG in the form set out in the Contract/Agreement.	Please clarify how the CPBG will be provided in case the agreement is not renewed (especially when parties are agreed to renew due to delays not attributable to the Supplier/ Bidder.	Tender conditions are clear.
16	Section III, SCC, Clause 7, Payment Terms, Page 29	All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company’s guidelines issued from time to time and bidders to ensure adherence.	BBPS is national payment infrastructure and is governed by NPCI operational and procedural guidelines. Please clarify this requirement in the context of BBPS architecture.	Transaction are to be processed on integration with BYPL IT system.
17	Section III, SCC, Clause 7 , Payment Terms, Page 29	Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the Rates set out in the contract.	BBPS is national payment infrastructure. NPCI acting as the BBPCU has the right to alter tariff rates and other charges viz. BBPS. BYPL to clarify how this provision will work in the context of NPCI rights.	Tender conditons shall prevail
18	Section III, SCC, Clause 8 , Penalty, Page 30	Rs 10,000 per calendar day of Bank from due date	Please confirm that 'per calendar day of Bank' refers to Business Days or Bank Working Day	Bank working day
19	Section III, SCC, Clause 9 , DERC Guidelines, Page 30	The bidder shall make himself fully aware & familiarise with prevailing DERC guidelines / regulations.	Please clarify which DERC guidelines are required to be familiarized by the Bidder, as our understanding is that these guidelines are only applicable on the entities regulated by DERC.	BYPL is being regulated by DERC. For detailed guidelines, please refer DERC website.
20	Section III, SCC, Clause 8, Penalty, Page 30	Penalty	Is it possible to waive the penalties for the time being and the penalties can be discussed at a later date?	Tender conditions shall prevail
21	Section IV,GCC, Clause 1.1.18, Definitions, Page34	“Site” means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the BYPL where the Servicesis to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Company/BYPL.	Please clarify what this definition means in the context of BBPS.	Standard clause of Tender.

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22	Section IV,GCC, Clause 2, Priority of contract documents, Page 35	In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favorable to the company shall govern and the decision of company/BYPL shall be final and binding upon the parties.	Please clarify how this provision stands the established tests under natural law and Contract Act and is not void.	Tender conditons shall prevail
23	Section IV,GCC, Clause 7, Payment, Point 7.3 to 7.5, Page37	The Running Bills to be submitted by the Contractor shall be in the format approved by the Company. Each Running Bill submitted by the Contractor under the Contract shall be supported with relevant documents as instructed by the Company from time to time. On receipt of the Running Bill by the Company, the Company shall scrutinize the same to check for any errors and to verify that the amount claimed under the Running Bill is in conformity with the Contract. The Running Bill shall be payable only after certification of Service(s) and approval of the Running Bill for payment by the Company. All monitoring, measurement, billing & payment processes shall be on IT enabled platform of BYPL as per Company's guidelines issued from time to time and bidders to ensure adherence. Contractor shall upload correct monthly running bills along with all supporting documents in online BTS (Bill Tracking Systems) software or any other IT enabled platform of BYPL as per Company's guidelines issued from time to time for certification / approval purpose and bidders to ensure adherence.	Please clarify how this process would work in the context of BBPS given that the Bidder will not be a service provider but a regulated entity that is providing the Company access to the national bill payment infrastructure i.e. BBPS. BBPS is governed by NPCI operational and procedural guidelines. Please clarify this requirement for monitoring, measurement, billing and payment processing being on BYPL platform, in the context of BBPS architecture.	Bidder is a service provider who will be providing BBPS Services and this clause is regarding monthly bill submission process.
24	Section IV,GCC, Clause 10 Liquidated Damages, Point 10.1, Page38	10.1 If the work under the agreement is not carried out to the satisfaction of the authorized personnel/Engineer – in- charge of BYPL including events of delay for reasons attributable to the Contractor, the Contractor shall be liable to pay and/or reimburse to the Company a sum: a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG; b) Equivalent to the penalties defined in various clauses of tender/contract	Please clarify how (a) will work in the context of BBPS tariff structures and transaction based billing.	Tender condition shall prevail
25	Section IV,GCC, Clause 11 Inspection & Quality Control, Page38	Inspection shall be performed by BYPL or its appointed authorized inspection agency. The contractor at his sole expenses shall correct defective works. Such rectification needs to be done / completed within the timelines specified by BYPL.	BYPL to confirm that this clause can be deleted	This clause is not applicable for this tender but being a standard clause, this clause shall not be removed.
26	Section IV, GCC, Clause 12 Reports & Information, Page39	The Contractor shall be obliged to submit or furnish to Company, all or any information as desired by company, in the form of a report or otherwise. The report may be required at regular interval as specified/required by company. The information shall be provided in a format to be specified by the company to the Contractor. However, company, reserves the right to revise this format which would be communicated to the Contractor and it shall be valid and binding obligation on the Contractor to submit the desired information in the revised format.	Given that the Bidder being BBPOU shall be required to comply with BBPS guidelines, and the billers are required to comply with these guidelines to the extent applicable, what reports and documents will BYPL be furnishing the Bidder. Also the BBPS reports are in a predefined format driven by NPCI - BYPL to confirm how this clause will be modified to capture this reality.	Tender conditions shall prevail
27	Section IV,GCC, Clause 13 Statutory Obligations, Page39	The Contractor shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Contractor is required to be drawn towards the compliance of provision (along with the latest amendments/additions)including any statutory approval required from the Central/State Governments, Ministry of Labour	Please confirm that laws that are not applicable to the nature of BBPS service such as DPTA, 1994, DelS&E Act etc. will be removed from the contract prior to execution.	Tender conditions shall prevail
28	Section IV,GCC, Clause 14 , Reprisenation, Warranties & Guarantees. Page40	Representation, Warranties and Guarantees	Please confirm where BYPL's fundamental representations and warranties are/will be captured in the GCCs.	Tender conditions shall prevail

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29	Section IV,GCC, Clause 15 Events of Default, Page41	Events of Defaults	Please clarify the notice and cure periods that BYPL will be providing under the contract for exercise of its rights in this clause. Also, please confirm the rights the Bidder will have in case of events of default by BYPL.	Tender conditions shall prevail
30	Section IV,GCC, Clause 17 Limitation of Liability, Page41	The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.	Please clarify the definition of Contract Value in the context of transaction based commercials.	Tender conditions shall prevail
31	Section IV,GCC, Clause 17 Limitation of Liability, Page41	Limitation of Liability	Please confirm that all indirect, consequential, loss of business, loss of opportunity etc. (i.e. standard liability exclusions) shall be excluded and neither party shall have any liability for these.	Tender conditions shall prevail
32	Section IV,GCC, Clause 17 Limitation of Liability, Page41	Limitation of Liability	Please clarify the term 'Third Party' liability	Tender conditions are clear.
33	Section IV,GCC, Clause 18, Termination, Point 18.2 Page42	Premature Termination And Termination By Company For Convenience	Please clarify the minimum cure period and notice period for premature termination. Please clarify what termination rights will the Bidder have under the contract since this is a regulated activity, the Bidders will need to mandatorily have rights of termination and remedies from BYPL for non-compliance with regulatory mandates.	Tender conditions shall prevail
34	Section IV,GCC, Clause 18, Termination, Point 18.3 Page42	Termination By Company For Convenience	Please clarify why the minimum notice period for premature termination is 30 days and why this is not market standard of 60-90 days?	Tender conditions shall prevail
35	Section IV,GCC, Clause 19 Governing Law & Arbitration, Page43	Governing Law	Please confirm that for injunctive relief relating to IP and confidentiality breaches, either party can approach any court of competent jurisdiction other than courts in New Delhi.	Tender conditions shall prevail
36	Section IV,GCC, Clause 20, Force Majeure, Point 20.4 Page44	Mitigation of Events of Force Majeure	Please clarify why only Contractor is required to mitigate events of force majeure? Will BYPL not have any rights or obligations under the force majeure clause?	Tender conditions shall prevail
37	Section IV,GCC, Clause 20, Force Majeure, Point 20.6 Page 45	The Contractor will ensure that none of their person is engaged in any unlawfulactivities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.The Contractor shall be liable for payment of all taxes and duties as applicable, to theState/ Central Govt. or any local authority.The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor either from the present and future amount payable to him or as per law.	Please clarify what taxes and duties to state central government of local authority is referred to here in the context of BBPS and why this is under the force majeure clause.	Tender conditions shall prevail
38	Section IV,GCC, Clause 22, Safety Code, Page 46	Safety Code	Please confirm this clause can be deleted since BBPS is an online payment infrastructure.	Tender conditions shall prevail

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39	Section IV,GCC, Clause 24, Indemnity, Page 47	The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.	1. Please clarify the terms 'any collusion with customer/s, intentional recording of incorrect reading/DATA' 2. Please clarify what is being referred to in this clause as 'Agencies'.	Tender conditions shall prevail
40	Section IV,GCC, Clause 24, Indemnity, Page 47		Please clarify where BYPL's indemnities are under the GCC.	Tender conditions shall prevail
41	Section IV,GCC, Clause 37, Cleanliness & Precautions, Page 50	CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION	Please confirm that this can be deleted since BBPS is an online infrastructure.	Tender conditions shall prevail
42	Section VI ,Format 4.3 Page68	M/s BSES Yamuna Power Limited, a company registered under the Companies Act, 1956 and having its registered office at Shaktikiran Building, Karkardooma, Delhi 110032 (hereinafter referred to as the "Disclosing Party" which expression shall unless repugnant to the meaning and context mean and include its successors and permitted assigns) of the FIRST PART	Please clarify why BYPL is the only disclosing party under the NDA. Please confirm that BYPL requires a unilateral NDA and does not intend to sign a mutual NDA protecting the confidential information of the Bidder, NPCI and BBPS system participants.	Tender conditions shall prevail
43	Section VI ,Format 4.3, NDA, Page70	The Receiving Party will, promptly upon the request of the Disclosing Party, deliver to the Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the Disclosing Party's request destroyed (such destruction to be confirmed in writing).	Please confirm what happens to information required to be retained by applicable law and automatic archiving and business requirements	Tender conditions shall prevail
44	Section V ,Scope of Work, Point 3(i), Page 55	Conditions of Projects : The selected bidders should include our 100% transactions under NPCI Settlement	As per RBI guidelines BBPOU is allowed to process the transactions through On-Us and Off Us channels. However both these transactions are reported to NPCI. Hence would request you to kindly allow the select transactions to be processed under NPCI.	Tender conditions shall prevail
45	Section V ,Scope of Work, Page 54	Penalty- Delay in development or customization of changes by the Bidder beyond the mutually agreed due date	What if the delay in development is due to some unforeseen situation	Penalty shall be applicable for the reasons attributable to the vendor
46	Section V ,Scope of Work, Page 55	Delay in resolution of complaints beyond 'T + 1' day for Customers	In BBPS transactions there are multiple parties involved in a transaction, resolution of complaint in T+1 basis is very less, Please extend the TAT to a week	Tender conditions shall prevail
47	Section V, Scope of Work, Point 2, Scope of Project, Page 54	Scope of Project	In the RFP on page 54 Biller search and Transaction history are mentioned- they are COU side of interface and not BOU. Need to understand the scope	Tender conditions are clear.
48	Section V, Scope of Work, Point 2, Scope of Project, Page 54	Scope of Project	Multi-lingual language support is also mentioned –ours is BBPS API based solution, Can you clarify the scope of the same pls	Tender conditions are clear.

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49	Section V, Scope of Work, Point 2, Scope of Project, Page 55	VII.Complete the necessary integration with BYPL and ensure communication with aggregator/ BBPOU over secure channel	Please clarify which BYPL systems are to integrated with Bidder's BBPS platform and what are the nature of integration to be supported (API/XML/Batch)? Can BYPL provide the interface specification document as this will help in proper estimations. What all are the APIs of BYPL we need to integrate.	API based Integration
50	Section V, Scope of Work, Point 2, Scope of Project, Page 55	XIII.The bank who are a consortium partner of BYPL are only allowed to open bank account of BYPL for parking collections	Kindly elaborate the clause here please. The COU collects the money from the customer and NPCI does the settlement with OU license holder in batch process post cutovers. If the Bidder (who is nonBanking Entity) is the license holder, then the bank account will be in the name of the bidder, from where the funds can be further transferred to BYPL in pre-agreed timelines mutually. May we know if this inline with the clause, if not, kindly elaborate please	Applicable in case of banks only
51	Section V, Scope of Work, Point 2, Scope of Project, Page 55	XIII. Other banks, who are not consortium partner of BYPL, will have to directly transfer the collection proceeds to BYPL's designated bank account without holding / parking any money. Non consortium banks cannot open bank account of BYPL and cannot keep any collections with them	We believe BYPL understands that funds transfer from Bidder's settlement account to BYPL designated Bank account shall happen on T+1 Bank working days. Pls confirm the understanding is same with BYPL	Applicable in case of banks only
52	Section V, Scope of Work, Point 2, Scope of Project, Page 55	VIII. Credit the BYPL account on the day of payment transaction receipt and as per applicable settlement cycle.	We believe BYPL understands that funds transfer from Bidder's settlement account to BYPL designated Bank account shall happen on T+1 Bank working days. Pls confirm the understanding is same with BYPL	T+1 Bank working day
53	Section V, Scope of Work, Point 3, Conditions of Project, Page 55	iii. The total payments (without any deductions) towards Electricity bills collected have to be deposited at the designated Bank branch on a daily basis i.e. it must be deposited T+1 day.	Request Bank to update the clause as "The total payments (without any deductions) towards Electricity bills collected have to be deposited at the designated Bank branch on a daily basis i.e. it must be deposited T+1 Bank Working day."	T+1 Bank working day
54	Section V, Scope of Work, Point 2, Scope of Project, Page 54	II. Multilingual language support	Please clarify the expectations. We believe this will be an API based connectivity with BYPL platform and no customer facing/BYPL facing portal is required. Hence request BYPL to remove this requirement.	API based Connectivity
55	Section V, Scope of Work, Point 2, Scope of Project, Page 54	III. Transaction handling – BBPOU is expected to enable all feature and functionality of BBPS and not limited to; biller search. Bill presentment, bill payments, transaction history etc.	Please clarify the expectations. Biller Search and Transaction history are COU level requirements Since BYPL is looking for BOU level platform, request BYPL to remove these points from the clause.	Will be discussed post award of contract
56	Generic	-	Please clarify what clauses govern protection of intellectual property of both parties under the GCC	Tender conditions shall prevail
57	Generic	-	Can you please share the transaction volumes expected for projection	BYPL have 18.79 Lakhs consumers as of today. Bidder needs to envisaged the transaction volume based on our total consumers
58	Generic	-	Approximate Value of the project-	Already replied under point 58
59	Generic	-	Total customer base	18.79 Lakhs consumers in East & Central Delhi
60	Generic	-	Total No of monthly transactions done online	Tender conditions shall prevail
61	Generic	-	Average Ticket size for transactions done online	Tender conditions shall prevail
62	Generic	-	Number of monthly physical transactions	Tender conditions shall prevail
63	Generic	-	Migration - We understand that there wont be any data for migration from BYPL's existing vendor. Please let us know if the understanding is correct, else please provide what data needs to be migrated.	No migration for existing vendor
64	Generic	-	What is the Connectivity option (Internet or VPN) between Bidder and BYPL?	Internet

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65	Generic	-	Please provide daily Transaction volume projection	Already replied under point 58
66	Generic	-	Please share the YoY details of Maximum Transaction per day (TPD) for next 5 Years	Already replied under point 58
67	Generic	-	Please share the YoY maximum Transaction per Second (TPS) for next 5 Years	Already replied under point 58
68	Generic	-	Please share the DC & DR site address of BYPL to check the Network connectivity	Will be discussed post award of contract
69	Generic	-	We believe, Reconciliation, Settlement & dispute to be managed on Bank working days only. Pls confirm.	On Bank working day
70	Generic	-	BYPL will be provide 'success/failed transaction dump' for reconciliation on daily basis?	Bidder have to provide this details to BYPL
71	Generic	-	Assuming that three-way reconciliation between BYPL, EN & BBPS files, please confirm for any other expectations in the reconciliation like wallet reconciliation and provide details if there.	Will be discussed post award of contract
72	Generic	-	Typically, vendors agree on penalty and SLAs during the contract negotiation stage. Request the Client to waive the penalties and the penalties can be discussed at a later date'	Tender conditions shall prevail