



Indian Renewable Energy Development Agency Limited
(A Government of India Enterprise)

RFP Reference: GEM/2023/B/3446197

Date: 18-May-2023

Corrigendum

Subject: Responses to Pre-Bid Queries for Renewal of Microsoft Enterprise Agreement

A pre-bid conference for RFP related to 'Renewal of Microsoft Enterprise Agreement' was conducted on Wednesday, 17th May 2023 through Video Conferencing mode.

Subsequent to submission of pre-bid queries, suitable responses to all the queries are prepared which are being published through this corrigendum.

1. Every care and due diligence are exercised in answering pre-bid queries. However, if the response to any query got inadvertently missed out, then the tender conditions shall prevail.
2. All other terms and conditions of the original bidding document shall remain unchanged. This corrigendum shall be considered as an integral part of the bidding document.

Sanket Kumar Jain
Manager (IT)

Annexure-1
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S.no	Page No	Clouse No/ Point No	Description in the RFP document	Clarification sought	IREDA's Response
1	3_ GEM document	3	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.	For the latest year which is FY 22-23 , the audited financials may be difficult to present as the same may not be complete & audited , is it possible to share the provisional balance sheet in place of audited balance sheet for FY22-23	Provisional balance sheets are acceptable for FY 2022-23.

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2	29_ RFP document & 31_ RFP document	10.3.2 & 10.3.7	100% of product wise yearly subscription cost (in case of cloud deployment) and 100% of SA/License cost on yearly basis (for on-premise deployment) plus applicable taxes will be paid yearly in advance after delivery of licenses on Volume Licensing Service Center (VLSC). Annual Subscription Fee for true up quantities will be paid with next year payment cycle. & The payment for the 2nd anniversary for Bill of Material – A and B, shall be split in two components: 10.3.7.1. 90% of the payment due on 2nd anniversary of EA shall be released at the completion of 2 years of EA. 10.3.7.2. Balance 10% of the payment due on 2nd anniversary shall be paid the end of EA tenure.	Both the mentioned points are contradictory, while 10.3.2 says 100 % payment shall be made on delivery of licenses10.3.7 says 10 % payment will be put on hold (license processing has happened in the year 1 itself & thus there must not be any reason to hold the payment for Licenses & subscription. Also as per the RFP 50 % cost of implementation is being paid in year 2 & year 3 then there must not be a need to hold the payment of the partner . i.e of license supply	Modified Clause is as follows: For Bill of Material (A) and (B) mentioned in Scope of Work under Supply of Licenses 1. 100% payment in advance for Year-1 (tentatively due on 01-Jun-23, at the start of Enterprise Agreement) 2. 100% payment in advance for Year-2 (tentatively due on 01-Jun-24) 3. 90% payment in advance for Year-3 (tentatively due on 01-Jun-25) 4. Balance 10% for Year-3 at the end of Year-2 (tentatively due on 01-Jun-26, at the end of Enterprise Agreement)

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3	31_RFP document	10.4.1	For the products which are deployed on Microsoft Azure Cloud, bidder will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below:	Penalty clause must be applicable to the OEM & not partner , for Azure its Microsoft who is responceble to manage the datacenter & partner has no role it service up time hence penalty clouse must be reovked for the partner	If the downtime is attributable to bidder, for example, due to improper provisioning of VMs on cloud or any configuration done by bidder which later did not work, then the penalty is attributable to bidder. If the downtime is due to outage from Microsoft or product bug, then penalty is attributable to OEM. Nevertheless, IREDA would ask OEM for a detailed Root Cause Analysis (RCA) for every downtime from OEM, and in that RCA, if it turns out that downtime is attributable to bidder, then only the bidder shall be penalized.

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4	29	10.3	Payment terms	The payment terms mentioned in the tender are detrimental for the bidder and hence we would request IREDA to consider the following payment terms. 1. Licenses - 100% payment with in 30days of submission of invoices for all the years. 2. Azure - Monthly in arrears with a 30 days payment terms 3. Implementation - 50% on SOW, 25% on UAT and balance 25% on go live 4. Unified Support - 100% within 30 days of submission of invoices. 5. L1/L2 support - Monthly in arrears with a 30 days payment terms needless to say a PBG of 3% of contract value needs to be submitted to IREDA or if the above is not suitable, IREDA to provide with the payment terms which is not only punitive on the bidder and doesnt puts the pressure on the bidder cash flow.	Refer Point#3 above. Rest of the payment terms are unchanged.

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5	31	10.4	Service Level Agreement(SLA) and Penalties	The BOQ is made by IREDA and Bidder is only suppose to provision the Azure with the VM's specified. IREDA to ensure that the application architecture is made in a way which ensures , the asked uptime and hence 2% penalty on the bidder should not be applicable.	If the downtime is attributable to bidder, for example, due to improper provisioning of VMs on cloud or any configuration done by bidder which later did not work, then the penalty is attributable to bidder. If the downtime is due to outage from Microsoft or product bug, then penalty is attributable to OEM. Nevertheless, IREDA would ask OEM for a detailed Root Cause Analysis (RCA) for every downtime from OEM, and in that RCA, if it turns out that downtime is attributable to bidder, then only the bidder shall be penalized.
6	36	10.16.1	Termination for Convenience	IREDA shall have to execute the Enterprise Agreement with Microsoft , as per terms and conditions / clauses mentioned in the agreement, wherein there shall be no provisions to terminate the contract for convenience. Therefore, this clause cannot be binding on the bidder. However if Microsoft agrees for the termination for Convenience, we would extend the same to IREDA	Unchanged.

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7	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Current version of the Exchange server is requested	Exchange 2016
8	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Size of the mailboxes to be migrated to estimate the time required for migration	2 GB
9	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Why is IMAP migration specially mentioned when Exchange server migrations are done via hybrid setup it self.	Bidder is free to choose the migration methodology and it can further be discussed while defining the timelines for scope of work.
10	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Is this a hybrid migration or complete cloud migration.	Bidder is free to choose the migration methodology and it can further be discussed while defining the timelines for scope of work.
11	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	What is the total number of mailboxes including the user mailboxes.	Approx. 40. May change by 10-15% by the time the contract is signed.
12	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Are there any PSTs to be migrated, if yes. What is the total or average size.	No
13	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Version of outlook installed on devices currently? Do you need the bidder to install Offic 365 on the devices.	Office 365, Office 2016, and Office 2019
14	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	What is Average number of Messages per day & per user?	Less than 200

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15	10	4.3.1.1	Migrate mailboxes from on-premises Exchange email server to Exchange Online using Microsoft365 IMAP.	Is there any dependency on any 3rd party solution like scanners,fax, apps	Yes. Mailboxes are configured to send automated emails for scanned documents from scanner.
16	11	4.3.6.1.	Configure Intune Mobile Device Management (MDM) and Mobile Application Management (MAM) for all BYOD Devices enabling: -	Are we joining company owned devices to Azure AD, if yes will this be hybrid join or previous domain will be unjoined.	Yes. Hybrid Join. Same can further be discussed and finalized during implementation
17	11	4.3.6.1.	Configure Intune Mobile Device Management (MDM) and Mobile Application Management (MAM) for all BYOD Devices enabling: -	If the company owned devices are to be joined to Azure AD with previous domain unjoin, then do you need the bidder to migrated the profiles for individual users on these devices as well or bidder can provide the SOP for the migration and the Internal IT team can do it?	There is only one domain (ireda.in) under which all the devices shall be joined
18	19	4.3.19.1	Setup & maintenance of VMs, Azure Backup, site-to-site VPN tunnels, ADLS Gen2, Synapse, Security Center, Azure Monitor, Virtual network and any other feature required to be used by IREDA, and Implementation of VM along with all required licenses including Windows server and Antivirus license is in the scope of bidde	Please elaborate on maintenance of VMs?	Ensuring that VMs are properly configured, suggest for cost saving mechanisms in case VMs are running idle, sharing with IREDA usage reports on monthly basis or as needed at times

Annexure-1
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19	19	4.3.19.1	Setup & maintenance of VMs, Azure Backup, site-to-site VPN tunnels, ADLS Gen2, Synapse, Security Center, Azure Monitor, Virtual network and any other feature required to be used by IREDA, and Implementation of VM along with all required licenses including Windows server and Antivirus license is in the scope of bidde	What is the anti-virus used by IREDA. Is there a SOC team that managed Cloud security?	Microsoft Defender. Chief Information Security Officer (CISO) looks after the security aspects of organization.
20	19	4.3.19.3	Updates of Server OS and installed applications shall be done regularly and are in scope of bidder	Applications are not managed by LSP, ideally they need to be updated by the application vendor. Please clarify	LSP has to do necessary configurations or implementations in Intune/SCCM or hybrid enviornment through which IREDA FMS team shall be able to do updates on server OS, patch management etc, and in case there are any problems with respect to patch updates in servers and end points, then LSP has to provide necessary support for the same.
21	19	4.3.19.4	Audit and authentication logs along with server logs shall be retained for suitable period as decided by IREDA and shall be made available	Please mention the retention period of logs	Can be discussed during impenentation

Annexure-1
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RFP for Procurement of Licenses through Microsoft Enterprise Agreement

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22	19	4.3.21.5	Bidder to arrange back-to-back OEM Unified Enterprise support including direct access to OEM's technical experts by phone, email, chat for 24X7 problem resolution support coverage, advisory support, proactive support & delivery governance directly from OEM service delivery manager	Is having Teams BOT mandatory?	No. But good to have feature.
23	9	4.1	Bill of Material (B) – On-Premises Licenses	Please share versions of SQL, Windows Server	SQL Server 2012, 2016 and 2019. Windows Server 2012 R2, 2016 and 2019 (Both Standard and Datacenter)
24	13	4.3.10	Patch Management and Software Deployment on Endpoints of Licensed Users	Apart from configuring Patch Management and support, is the bidder expected to manage Intune or is it done internally?	Configuration and Implementation to be done by bidder. Management shall be done by internal team. However, any support with respect to Intune shall be provided by bidder.
25	8	4.1	Bill of Material (A) – Cloud Based Licenses	Please share the mailbox size, database size and Bandwidth	M365 E5 license have standard size of 100 GB mailbox and 1 TB archival.
26	36	10.7	Audit and Inspection	It is recommended to conduct an annual audit with 30 days prior written notice, with minimal disruption to day to day work.	It is outside IREDA's purview. If any of the statutory bodies (RBI, CAG, MEITY etc) wants to audit bidder, then IREDA is just a facilitator in that audit. If IREDA wants to do the audit by themselves, then unless there are compelling grounds for immediate audit, 30 days prior notice can be given.

Annexure-1
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27	38	10.8	IPR	All IPR shall rest with respective owners. And shall be governed by the terms of the EULA.	Agreed. It shall be as per EULA.
28	38	10.1	Indemnity	Since SoftwareONE is a reseller, all the indemnities for infringement of third-party intellectual property rights shall be governed directly by the terms of End User License Agreement (EULA), which shall be executed directly between IREDA and OEM.	Agreed. But indemnity with respect to Implementation Scope, if any, shall be with bidder.

29. Modification in existing clauses of RFP is as under:

Page No./ Clause No.	Section	Original Clause	Updated Clause
Page 11: 4.3.3.4.	4.3.3: Installation and configuration of Microsoft Information Protection for AIP (Azure Information Protection) users	Deploy Azure Information Protection UL client on supported platforms for all licensed users - UL is retiring and Labelling client is built-in in all office apps	Deploy Azure Information Protection UL client/ Sensitivity Labels on supported platforms for all licensed users.
Page 12:4.3.7.1.	4.3.7: Installation and Configuration of Microsoft Cloud App Security (Defender for Cloud App	Configure Cloud App Security policy like copy paste block, PII document on OneDrive and SharePoint.	Configure Cloud App Security policy like copy paste block, PII document on OneDrive and SharePoint from unmanaged devices.

Annexure-1
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RFP for Procurement of Licenses through Microsoft Enterprise Agreement

30. Contract Agreement shall be signed between IREDA and successful bidder within 07 days from the date of work order.

31. PBG needs to be submitted by bidder within 14 days from the date of contract.

32. SLA for Operations Support and Maintenance (for L1/L2 support)

#	SLA Parameter	Target Performance	Description	Penalty				
Helpdesk								
1.	Problem Response time	>=95% within 30 minutes	Average Time taken to acknowledge and respond once an incident is logged through one of the agreed channels. This is calculated for all incidents reported within the reporting quarter (24x7x365)	1				
2.	MTTR – Time to resolve	>=95% of - Severity 1 within 4 hours of problem reporting - Severity 2 within 8 hours of problem reporting - Severity 3 within 24 hours of problem reporting - Severity 4 within 48 hours of problem reporting or as mutually agreed between bidder and IREDA.	Time taken to resolve the reported problem Severity is defined as: <table><tr><th>Severity</th><th>Definition</th></tr><tr><td>Severity 1</td><td> - More than 10 users being impacted - Security Incidents - There is a problem with entire or part of IT service which cannot be used for normal business activities impacting external users or internal users - There is a direct or indirect impact on customer satisfaction. - No work-around or manual process available - Financial impact on IREDA </td></tr></table>	Severity	Definition	Severity 1	- More than 10 users being impacted - Security Incidents - There is a problem with entire or part of IT service which cannot be used for normal business activities impacting external users or internal users - There is a direct or indirect impact on customer satisfaction. - No work-around or manual process available - Financial impact on IREDA	2
Severity	Definition							
Severity 1	- More than 10 users being impacted - Security Incidents - There is a problem with entire or part of IT service which cannot be used for normal business activities impacting external users or internal users - There is a direct or indirect impact on customer satisfaction. - No work-around or manual process available - Financial impact on IREDA							

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Responses to the Pre-Bid Queries
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#	SLA Parameter	Target Performance	Description		Penalty
		Note: In case bidder requests for any time extension in resolving the incident, the bidder needs to take prior approval from IREDA. IREDA holds the right to accept or reject the request and accordingly penalties will be levied.	Severity 2	• More than 5 and up to 10 internal users being impacted • The efficiency of users is being impacted • Has a viable workaround	
			Severity 3	• Up to 5 internal users being impacted • No impact on processing of normal business activities	
			Severity 4	• A low impact on the efficiency of users but has a simple workaround. • Enhancement requests	

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S. No.	Penalty Description														
1	Penalty will be levied as per the following table: <table><tr><th rowspan="2">% transaction with >30 minutes response time</th><th colspan="2">Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications</th></tr><tr><th>During Peak hours</th><th>During non-peak hours, Sundays, and national holidays</th></tr><tr><td><95% & >=93%</td><td>0.5%</td><td>0.15%</td></tr><tr><td>< 93% & >= 91%</td><td>1%</td><td>0.25%</td></tr><tr><td>< 91% & >= 89%</td><td>2%</td><td>0.5%</td></tr></table> For each additional drop of 1% in performance below 89% both for Peak and non-peak hours, Sundays, and national holidays, 2% of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.	% transaction with >30 minutes response time	Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications		During Peak hours	During non-peak hours, Sundays, and national holidays	<95% & >=93%	0.5%	0.15%	< 93% & >= 91%	1%	0.25%	< 91% & >= 89%	2%	0.5%
% transaction with >30 minutes response time	Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications														
	During Peak hours	During non-peak hours, Sundays, and national holidays													
<95% & >=93%	0.5%	0.15%													
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< 91% & >= 89%	2%	0.5%													

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2	Penalty will be levied as per the following table:		
	% transaction with more resolution time as mentioned in SLA table (severity wise)	Penalty as % of the Monthly payment (including services and onsite support cost) to the Bidder for the applications	
		During Peak hours	During non-peak hours, Sundays and national holidays
	<95% & >=93%	0.5%	0.15%
	< 93% & >= 91%	1%	0.25%
	< 91% & >= 89%	2%	0.5%
	For each additional drop of 1% in performance below 89% both for Peak and non-peak hours, Sundays and national holidays, 2% of the Monthly payment of the Monthly payment (including services and onsite support cost) to the Bidder will be levied as additional penalty.		