



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

RFP Reference: IN-IREDA-145100-GO-RFB

Date: 16-Jun-2020

Corrigendum - II

Subject: Extension in last date of submission of bid – Migration of ERP to Microsoft Dynamics 365

1. Based on the requests received from prospective bidders wherein bidders have expressed their inability to submit the bid as per the timelines due to reasons majorly attributable to COVID-19, it has been decided to extend the last date of submission of bid by two-weeks' time. Please see the revised dates as below:

Last Date of Submission of Bid	01-Jul-2020 04:00 PM
Date of Opening of Technical Bid	01-Jul-2020 05:00 PM

2. Bidders to kindly note that henceforth, no further requests for extension shall be entertained. Besides this, it is advised not to wait for the last date and submit the bid well before the last date, at least 2-3 days prior to the last date of submission of bid to save yourself from last minute hassle and technical problems, if any.
3. Few bidders have sought further clarifications on the responses published by IREDA for the pre-bid queries as per Corrigendum-1 dated 26-May-2020. The same have been published along with this Corrigendum-2 as Annexure-1. Please be informed that no further queries/clarifications shall be entertained.
4. 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 terms and conditions mentioned in tender documents and Corrigendum-1 dated 26-May-2020 shall prevail.
5. 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.

Sd/-
Addl. General Manager(TS/IT)



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Annexure-1

Sr. No	Section No. / Clause No.	Point No.	Clause	Clarification Sought	IREDA Response
1	SI No 3 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Arbitration	Arbitration proceedings shall be conducted in accordance with the rules of arbitration of Arbitration and Conciliation Act 1996 of Government of India. The Arbitration venue shall be New Delhi. Also, IREDA will have institutional arbitration over ad-hoc arbitration.	Which institution is IREDA referring to, for an institutional arbitration? Further, the parties shall have the option to choose an institutional arbitration or ad-hoc arbitration, which shall depend on the mutual consent from both the parties.	The Delhi International Arbitration Centre (DIAC), formerly Delhi High Court Arbitration Centre shall be referred for institutional arbitration by IREDA.
2	SI No 27 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Indemnity for breach of laws:	This can't be agreed for any loss, breach of laws including IPR, shall survive the contract and there can be no upper cap.	Please note that IREDA can claim legal damages for breach of any laws that are applicable to the bidder's business in India and in case such breach directly affects IREDA to the extent they are penalized. This should be under the liability cap. We request for the deletion of indemnity requirement.	Indemnity cannot be under liability cap as IREDA is not aware of how much it can cost. Deletion of standard indemnity requirement is not possible, as it is a standard World Bank Clause.
3	SI No 66 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Intellectual property rights indemnity	This can't be agreed for any loss, breach of laws including IPR, shall survive the contract and there can be no upper cap. IREDA shall notify bidder of any such claim.	Can we limit this indemnity to products that are owned by the Bidder and any patent or copyright infringement by such products? Further, this should be under the liability cap and shall be applicable in case of any third party claims only.	Indemnity cannot be under any fixed liability cap. However, it can be limited to court drawn charges Rest of the clauses remain as mentioned in the RFP.
4	SI No 22 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Insurance	This is a software driven project. So anything written related to hardware stands inapplicable.	Can we remove the requirement of an insurance for a software or services? If not, will the bidder's global policies work, as they sufficiently provide an insurance cover?	If the available insurance policy meets all the conditions for RFP, it shall be acceptable. Removing these conditions are not possible, as they are standard World Bank clauses and stands unchanged



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5	SI No 27 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Limitation of liability	We request that the liability of the vendor to be restricted to the value of the issued Purchase order.	How many purchase orders would be issued? Is the liability now be capped to each PO? Further, can the exception be limited to only such exceptions that cannot be limited under law?	There will be a single PO for the entire project
6	SI No 60 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Termination of convenience	Bidder cannot be given right to terminate the contract. We can put a 30 days' notice period along with 30 days of cure period. Notice of termination will be issued if solution is not provided within cure period to purchaser's satisfaction.	Can the termination for convenience requirement be deleted? Further, on termination for cause, Bidder shall also be provided the right to terminate, incase IREDA materially breaches the contract. Please confirm on the notice period including the cure period would be 60 days for termination of convenience.	World bank conditions as mentioned in RFP published by IREDA will be applicable for all termination related clauses. 30 days of cure period and 30 days' notice period will be applicable for termination.
7	SI No 85 as per IREDA's Response to Pre-Bid Queries: Annexure 1	EMD forfeiture	All possible reasons for forfeiting of EMD are listed in RFP.	We request for the EMD forfeiture only if the bidder does not submit the PBG after signing the mutually agreeable contract or if the bidder withdraws its bid after the submission.	All conditions for EMD forfeiture stands valid and unchanged.
8	SI No 3 as per IREDA's Response to Pre-Bid Queries: Annexure 1	Arbitration	Arbitration proceedings shall be conducted in accordance with the rules of arbitration of Arbitration and Conciliation Act 1996 of Government of India. The Arbitration venue shall be New Delhi. Also, IREDA will have institutional arbitration over ad-hoc arbitration.	Kindly confirm if the following understanding is correct- Each party shall continue to perform only that portion of their scope, which is not the subject matter of the dispute.	Yes.



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9	SI No 3 as per IREDA's Response to Pre-Bid Queries: Annexure 2	Source of Funds - Section I (General Instruction to the Bidders)	Please refer Section-2, Page-12 of this RFP.	No response on our Source of Funds query (Section I- general instructions)- Please elaborate on who would be signing the Loan Agreement and how would the payments be made to the Bidder. Further, what would be the scope of the Bidder, between the Purchaser and the Borrower? Also, is the Bidder considered as the Borrower in any case?	IREDA has signed the loan agreement/grant with The World Bank. Payments to bidders shall be made by IREDA and subsequently IREDA shall take the reimbursement from World Bank. Scope of the bidder shall be as per the RFP. Bidder shall not be considered as borrower in any case.
10	SI No 22 as per IREDA's Response to Pre-Bid Queries: Annexure 2	Incoterms	("Incoterms 2000" or a more recent version if and as published) shall be applicable as mentioned in RFP. No changes in RFP required.	Please share the Incoterms that you require us to adhere to. We reserve our comments until then.	Please refer the following link for details of most recent Incoterms https://iccwbo.org/resources-for-business/incoterms-rules/
11	SI No 290 as per IREDA's Response to Pre-Bid Queries: Annexure 2	Force Majeure	Discussions over call/audio conference and video conference shall be encouraged in consultation with IREDA only in cases of lockdown/COVID-19 or any other pandemic or force majeure situation IREDA shall be the final authority to take a decision on this	In case the bidder is unable to provide any services due to COVID-19 event, the workaround shall be discussed and agreed on mutual consent. IREDA shall not take this decision unilaterally.	The COVID -19 is an evolving situation. All decisions will be taken on need basis and IREDA shall be the final authority to take a decision on this
12	SI No 560 as per IREDA's Response to Pre-Bid Queries: Annexure 2	5.2.2 Penalties	The overall penalty for the whole project can be capped at 10%. However, once the overall capping is reached, purchaser shall have the right to terminate the contract.	Please confirm the cap of 10% for SLA penalties would be on average monthly charges.	Penalty for delay in projects is capped at 10% of Total value of contract. For other penalties (as mentioned in SLA and penalty section), 10% of quarterly payment is the cap. However, once the overall capping is reached, purchaser shall have the



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					right to terminate the contract.
13	Sl No 307 as per IREDA's Response to Pre-Bid Queries: Annexure 2		2. 15% of Development and Implementation Cost of all module at SIT closure	Request to Provide clearly the milestone sign-off month i.e., on SIT Completion in Delivery Plan. We understand it as T+M5 on timeline duration	When bidder has provided proof of SIT completion, it will be considered as milestone achieved.
14	RFP Clause No 1.3.7 Page No 247 Know Your Employee (KYE)	2 and 3	3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational documents etc.) to IREDA before deploying officials in IREDA premises for <Name of the RFP>	3. We as a Corporation do not share background check report or supporting documents of our employees to the clients. Background check reports contain PI/SPI information of the employees; hence the reports are never shared with clients. But we do provide background check clearance certificate on our letterhead for each employee if the client demands, this is standard practice which is supported to all other accounts in our company.	IREDA will not ask for any background check report in normal cases. However, in case of any complaints/vigilance/legal situation arising or being asked by regulatory authorities, IREDA reserves the right to ask for this information.



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15	S.No 12 of Corrigendum	12	The statutory auditor certificate has to be essentially provided (for being in business for last 5 years) as on the date of submission of bid. However, in the event of difficulty, statutory auditor certificate can be provided till March 2019 and for the balance duration, a certificate signed by CS shall suffice	At various forms and certificates in the RFP you have asked for signing from the Company Secretary. As a company policy, our CS does not sign these documents. Can we get relaxation on this to get it signed from RFP signatory authority as he has been given POA to sign any valid document related to IREDA RFP.	Documents signed by authorized signatory along with a Power of Attorney (POA) in the name of authorized signatory are acceptable. This condition is applicable only in cases where signature of CS are required as mentioned in RFP and subsequent corrigendum.
16	Manufacturer Authorization Form	1.2.9	Manufacturer Authorization Form	OEM has given us the Authorization letter in their specific format and not followed the RFP template as Microsoft doesn't have provision to customize it	The format in which Microsoft is giving authorization certificate shall be acceptable. For any other OEMs, authorization letter shall be as per the format specified in the RFP