



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

RFP Reference: GEM/2024/B/4846023

Date: 22-Apr-2024

Corrigendum

Subject: Responses to Pre-Bid Queries for Development of Performance Management System

A pre-bid conference for RFP related to 'Development of Performance Management System' on Thursday, 18th April 2024 through Video Conferencing mode and the allowed time for accepting Pre-Bid Queries was extended till 11:59 PM, 18-Apr-2024.

Subsequent to submission of pre-bid queries, suitable responses to all the queries are prepared. Following are some of the important points about the responses published through this corrigendum:

1. All the pre-bid queries along with their responses are attached as **Annexure-1**.
2. Bidders are required to quote the price for Migration of newly developed PMS from on-premises to cloud (in case it is needed during the course of contract) as a percentage of the Development and Implementation Cost – Bill of Material Item at S.No. 1. The format for the same is attached as **Annexure-2**.
3. Bidders are required to quote the "Development and Implementation Cost" inclusive of the migration cost from on-premises to cloud, if need. An example to explain this scenario is mentioned below:



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Development and Implementation Cost (as quoted by bidder as a response to RFP) - (A)	200
Cost for migration of new PMS from on-premises to cloud in percentage - (B)	5%
Cost of migration of new PMS from on-premises to cloud in terms of value (<i>this shall be paid only when IREDA chooses to migrate on cloud during the course of contract</i>)	10 (5% of 200)
Actual Cost of Development and Implementation without migration, which shall be payable to bidder as per the payment terms of this item – ©	190 (200 – 10)

- Price (A) will be considered for financial evaluation.
 - Prices quoted in the RFP are inclusive of all taxes.
 - The Cost for migration of new PMS from on-premises to cloud in percentage shall be submitted along with technical bid in the format attached as Annexure-2.
4. Revised payment terms for Item at S.No. 1 is mentioned as **Annexure-3**.
5. 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.
6. 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/-
Manager (IT)



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Annexure-1 | Response to the Pre-Bid Queries

S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
1	Page 9 of 58 of main RFP	3.2. Stage 2 QCBS Evaluation Sr. no. 1	Experience in providing proposed software/solution in Public Sector Undertakings / State and Central Government Offices / Autonomous bodies or departments of the Government of India / Private Sector Organizations which are listed in Indian Stock Exchanges as on date of submission of bid.	<p>This clause restricts the participation of software development organization and allow only HRMS/ Performance mgmt. application vendor. The clause does not provide opportunity of other vendors having multiple/ innovation capabilities. Request a change as follows:</p> <p>Experience in providing proposed software/solution/ Manpower to software project in Public Sector Undertakings / State and Central Government Offices / Autonomous bodies or departments of the Government of India / Private Sector Organizations which are listed in Indian Stock Exchanges as on date of submission of bid.</p>	No change



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
2	Page 9 of 58 of main RFP	3.2. Stage 2 QCBS Evaluation Sr. no. 1 Marking criteria	<p>Copies of Work Order / Contracts along with completion certificate. If the project is an ongoing project, then citation from the client that the project is still under implementation with expected date of completion</p> <p>Considering number of projects as A, then</p> <ol style="list-style-type: none"> 1. A is greater than 1 but less than or equal to 3 – 5 marks. 2. A is greater than 3 but less than or equal to 6 – 10 marks 3. A is greater than 6 but less than or equal to 9 – 15 marks 4. A is greater than 9 but less than or equal to 12 – 20 marks 5. A is greater than 12 but less than or equal to 15 – 25 marks 6. A is greater than 15 – 30 marks 	<p>This clause restrict the participation of small and medium software development organization and allow large players. The clause does not provide opportunity of other vendors having multiple/ innovation solution capabilities. Request a change as follows: Copies of Work Order / Contracts along with completion certificate. If the project is an ongoing project, then citation from the client that the project is still under implementation with expected date of completion</p> <p>Considering number of projects as A, then</p> <ol style="list-style-type: none"> 1. A is greater than 1 but less than or equal to 2 – 5 marks. 2. A is greater than 2 but less than or equal to 4– 10 marks 3. A is greater than 4 but less than or equal to 6 – 15 marks 4. A is greater than 6 but less than or equal to 8 – 20 marks 5. A is greater than 8 but less than or equal to 10 – 25 marks 6. A is greater than 10 – 30 marks 	No change



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
3	Page 16 of 58 of main RFP	4.6. Project Timelines 4.6.1 Sr. No. 2	Requirement Gathering, Development, Testing, Audit and Go-Live - T+25	The time duration is quite less for such a project which need to be developed from scratch for specific requirement. It should be at least 9 months. The revised clause can be read as: Requirement Gathering, Development, Testing, Audit and Go-Live - T+36	No change
4	13	4.2. Technology Framework for Development of PMS	4.3.4. Although the current plan is to host the application on-premises, in the future, if IREDA decides to transition the application to the cloud, the bidder will be responsible for the complete migration from on-premises to cloud. All cloud-related infrastructure requirements will remain within IREDA's scope. The bidder's responsibility will solely involve migrating, configuring, installing, and ensuring the application runs smoothly in accordance with the on-premises environment.	When is the transition from On-premises to cloud scheduled to take place ? Will it be within the 3 years of AMC ?	Transition from on-premises to cloud shall solely be at the discretion of IREDA and timeline for the same cannot be confirmed at this point of time. However, the cost for the transition from on-premises to cloud can be quoted by the bidder as a percentage of total development cost. A separate Annexure for the same shall be attached with this corrigendum.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
5	15	4.2. Technology Framework for Development of PMS	4.5.6. The bidder should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other company requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to the company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the company at no additional cost during the period of the contract.	a) Changes required would have to be estimated and major changes would attract cost. B) If changes are to be done at no additional cost then where is the following applicable ? "3 Cost of additional man-days(Valid for entire contract period) 125"	Any modifications resulting from governmental or regulatory guidelines, company requirements, or new regulatory mandates affecting the proposed solution will be included within the support/Annual Maintenance Contract (AMC) scope, provided such changes require effort equivalent to or less than 20 man-days within a single AMC year. Beyond this threshold, such modifications will be regarded as Additional Work and will be addressed separately, with a dedicated line item available in the Bill of Material.
6	56	11.13. Annexure M Functional Requirement Specification	49 Provision for making Representations/Appeals: window for all appraisees for all components of their plan, with comment and expected score against each. Separate workflow for this - Appraiser, Reporting officer, Reviewing officer, Accepting Authority, Appellate Authority and Admin Final Review	a) Will the ratings be altered after the appeals ? B) Should the history be maintained ?	Yes, to both the questions.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
7	56	11.13. Annexure M Functional Requirement Specification	43 Provision of Rollback of final assessment available to Reporting and Reviewing officers Final Review	How many rollbacks are required ?	Any number of rollbacks are possible and the necessary history / log will be maintained in the system
8	Pg. No. 08	3.1. Stage-1: Eligibility Criteria S. No. 6	<p>Bidder shall propose a Project Manager on the rolls of the bidder; with education qualification as B.E/B. Tech/M. Tech/MBA(HR)/MCA and PMP. He/ she should have at least 10 years of total experience which includes leading at least 1 successful full life cycle implementation(s) of Performance Management System as Project Manager.</p> <p>2. PMP certificate (valid as on bid submission date)</p>	<p>In order to have more competitive bidding and more participations, we request you to kindly amend the clause as:</p> <p>Bidder shall propose a Project Manager on the rolls of the bidder; with education qualification as B.E/B. Tech/M. Tech/MBA(HR)/MCA and PMP. He/ she should have at least 10 years of total experience which includes leading at least 1 successful full life cycle implementation(s) of Performance Management System as Project Manager.</p> <p>It is also requested that the mandatory requirement for PMP certification may kindly be deleted.</p>	<p>The clause is modified as below:</p> <p>Bidder shall propose a Project Manager on the rolls of the bidder; with education qualification as B.E/B. Tech/M. Tech/MBA(HR)/MCA and PMP/Prince2. He/ she should have at least 10 years of total experience which includes leading at least 1 successful full life cycle implementation(s) of Performance Management System as Project Manager.</p>



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
9	Pg. No. 09	3.2. Stage 2: QCBS Evaluation S. No. 1 - Marking Criteria	<p>Considering number of projects as A, then</p> <ol style="list-style-type: none"> 1. A is greater than 1 but less than or equal to 3 – 5 marks. 2. A is greater than 3 but less than or equal to 6 – 10 marks 3. A is greater than 6 but less than or equal to 9 – 15 marks 4. A is greater than 9 but less than or equal to 12 – 20 marks 5. A is greater than 12 but less than or equal to 15 – 25 marks 6. A is greater than 15 – 30 marks 	<p>In order to allow participation of only technically competent bidders and since the advertised tender value is INR 01 crore, we recommend that technical capacity must be evaluated on the basis of project value.</p> <p>We request for this clause to be amended as:</p> <ol style="list-style-type: none"> 1. One similar work of at least 80% value, or 2. Two similar works of at least 60% value, or 3. Three similar works of at least 40% value. 	No change
10	Page 11	Clause 4.1.3	<p>The master data of the employees is maintained in Microsoft Dynamics 365 Finance and Accounts (F&O). Bidder has to develop necessary APIs for fetching the master data from Dynamics 365 F&O. For this, bidder has to deploy a technical resource who is competent to work with API development in Microsoft Dynamics 365 F&O and .Net technologies, to ensure integration at both the ends.</p>	<p>It is assumed that any API development/software configuration from the F&O end will be done by IREDA. The bidder shall develop only the APIs from new PMS end. Please confirm.</p>	<p>API development at both the ends - Microsoft Dynamics 365 and new PMS system shall be in the scope of bidder.</p>



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11	Page 11	Clause 4.1.4	It is the responsibility of the bidder to prepare data migration templates for all the data points required for one-time migration from Dynamics 365 F&O to the newly developed system. Subsequently, data exchange shall happen through API.	Please let us know the volume of data in scope for data migration. It is understood that the scope involves only data migration (rule based and automated only) and no manual data entry, document scanning, barcoding, etc. Will be needed. Also, Integration with existing data warehouses/ systems will be dependent on the vendors of these applications providing the necessary APIs etc. Please confirm.	Quantifying the volume is irrelevant at this point of time. However, the PMS data is for roughly 200 employees and shall be available in excel format for migration. There is no document scanning, barcoding etc.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
12	Page 11	Clause 4.1.5	Bidder has to provide system familiarization training to all the employees of IREDA before the application goes live and also after the Go-Live if need arises.	<p>i) Please provide the number of training sessions and participants to be trained.</p> <p>ii) It is understood that the logistics for the training shall be arranged by IREDA. Further, the trainings will be conducted in-person at Delhi and for any outside location trainings shall be conducted through video conference.</p> <p>iii) The trainings shall be in "Train the Trainer" mode and no certification shall be provided to the participants by the bidder.</p> <p>Please confirm on the above points</p>	<p>1. A minimum of six training sessions involving approximately 200 employees (covering the entire organization) will be scheduled. These sessions may be conducted in a single batch or multiple batches, depending on user availability and logistical considerations.</p> <p>2. The logistics for the training sessions will be managed by IREDA. Training will take place in person in Delhi, and for sessions held outside Delhi, video conferencing facilities will be utilized.</p> <p>3. Initially, training will be provided to all staff members, including key process owners and end users. As the product stabilizes, the "Train the Trainer" approach may be implemented. However, the presence of at least one representative from the bidder's side will be required at all training sessions.</p>



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13	Page 11	Clause 4.1.6.1	Email and SMS alerts. SMS gateway shall be provided by IREDA.	It is understood that along with the SMS gateway, the Email server will also be provided and maintained by IREDA. Please confirm.	Yes
14	Page 12	Clause 4.2.4	PMS related reports is to be developed using Power BI / SSRS reporting tool.	It is understood that the license costs for Power BI/SSRS will be borne by IREDA. Please confirm.	Yes. Bidder is required to use only SSRS/Power BI for reporting requirements and license cost for the same shall be borne by IREDA.
15	Page 12	Clause 4.3	Infrastructure and Audit Requirements	It is understood that IREDA will be responsible for the security and firewall policies of the virtual machines provided. Please confirm.	Agreed. However, in the event that any audit reveals the need for remediation involving adjustments to security and firewall policies, it is the responsibility of the bidder to ensure that the required setups are implemented in security appliances/firewalls, and so forth.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
16	Page 13	Clause 4.3.4	Although the current plan is to host the application on-premises, in the future, if IREDA decides to transition the application to the cloud, the bidder will be responsible for the complete migration from on-premises to cloud. All cloud-related infrastructure requirements will remain within IREDA's scope. The bidder's responsibility will solely involve migrating, configuring, installing, and ensuring the application runs smoothly in accordance with the on-premises environment	It is suggested not to include cloud migration cost in the current bid as it may lead to inclusion of additional cost from all bidders, which may or may not be needed, depending on the cloud plans of IREDA. It is suggested to rather treat it as a change request at an additional cost as and when IREDA finalises the cloud migration to be done	The cost for the transition from on-premises to cloud can be quoted by the bidder as a percentage of total development cost. A separate Annexure for the same shall be attached with this corrigendum.
17	Page 13	Clause 4.3.6	IREDA's Business Continuity Management policy necessitates that business-critical applications adhere to the directives and guidelines provided by statutory bodies such as RBI, CERT-In, SEBI, CAG, MEITY, etc. While every effort has been made to incorporate all activities outlined in the compliance documents of these statutory bodies within this RFP, bidders must include any changes in compliance posture as part of the Development or AMC phases of the project, at no additional cost to IREDA, should such changes occur.	It is understood that bidder's scope of BCM will only be limited only to application and any change in DC/DR will be with IREDA. Please confirm	Throughout the contract duration, should there be any change in the Data Center (DC) or Disaster Recovery (DR) locations of IREDA, the bidder will be tasked with configuring the new DC-DR setups to maintain Business Continuity Management (BCM) for the newly developed PMS application. However, such changes in DC DR locations or configurations will be limited to a maximum of three occurrences.



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18	Page 14	Clause 4.4.3 and Clause 4.4.6	<p>4.4.3: Bidder should provide 24X7 remote support including Saturday, Sunday and public holidays through the Centralized remote helpdesk for entire project duration. Dedicated employee for post-implementation support should be there.</p> <p>4.4.6: The Help Desk should be accessible to users as on-site support, online support, Teams BOT, Email and Telephonic Support (All cost incurred for Telephone, Online or email would be borne by bidder)</p>	<p>i) It is pointed out that both these clauses are in contradiction. While clause 4.4.3 mentions remote support, clause 4.4.6 mentions on-site support. Please clarify.</p> <p>ii) It is assumed that there is an existing on-site helpdesk operated by IREDA which can be leveraged for PMS support by the bidder. Further, it is assumed that the bidder need not deploy any dedicated person at the on-site helpdesk for support. Please confirm.</p>	<p>Onsite support is required during the Post Go-Live stabilization phase and AMC, however, such support shall not be on daily basis.</p> <p>Whenever, any activity is performed either by HR department or users (self-appraise, reporting, reviewing, accepting authority), bidder is required to depute it's personnel for onsite support to the users</p> <p>Additionally, remote support will be required after office hours, as Performance Management System (PMS) tasks are typically time-bound and users often complete them up to the last date.</p>



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
19	Page 14	Clause 4.4.7	Throughout the duration of the contract, it's possible that the newly developed PMS system will undergo changes due to changes in policy or business requirements. In such instances, if the effort required for the change is 10 man-days or lesser, the bidder will implement it at no additional cost, regardless of the frequency of such changes. However, for major changes requiring more than 10 man-days of effort, the bidder will be paid based on the actual consumption of man-days at the price quoted in the price bid.	It is proposed that an annual limit of 10 man-days be kept on the amount of free man-days. Please confirm.	Any modifications resulting from governmental or regulatory guidelines, company requirements, or new regulatory mandates affecting the proposed solution will be included within the support/Annual Maintenance Contract (AMC) scope, provided such changes require effort equivalent to or less than 20 man-days within a single AMC year. Beyond this threshold, such modifications will be regarded as Additional Work and will be addressed separately, with a dedicated line item available in the Bill of Material.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
20	Page 15	Clause 4.5.6	The bidder should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other company requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to the company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the company at no additional cost during the period of the contract.	It is proposed that such unforeseen requirements may be covered under the change request provision as per clause 4.4.7	Any modifications resulting from governmental or regulatory guidelines, company requirements, or new regulatory mandates affecting the proposed solution will be included within the support/Annual Maintenance Contract (AMC) scope, provided such changes require effort equivalent to or less than 20 man-days within a single AMC year. Beyond this threshold, such modifications will be regarded as Additional Work and will be addressed separately, with a dedicated line item available in the Bill of Material.



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21	Page 12	Clause 4.2.1	Software Licenses	It is assumed that all the purchases of the software licenses will be done by IREDA directly from respective OEMs, and the bidder will not be responsible for any assistance/support related to OEM interactions and linsence purchases. Please confirm	The licensing for any "Infrastructure Requirements" specified in the RFP will be the responsibility of IREDA. However, if the bidder suggests procuring or implementing any other tools, software, platforms, etc., to fulfill the PMS system requirements, it will fall within the bidder's scope for the entire duration of the contract, and IREDA will not incur any costs for these. Additionally, the bidder is required to share any relevant work orders for such tools, software, platforms, etc., with IREDA if needed for the solution's implementation.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
22	Page 16	Clause 4.6	Project Timelines	<p>Dependency on third parties :</p> <p>It is understood that there may be multiple OEMs and third parties with whom there will be a tie up for this bid. It is suggested that IREDA may negotiate tight back-to-back agreements with the third parties and OEMs' clearly detailing the roles and responsibilities. Bidder shall not interact directly with any OEM/third parties, and neither shall be responsible for any delays / irresponsiveness due to them.</p>	<p>IREDA has tight back-to-back support agreements with OEM i.e. Microsoft as IREDA is an enterprise customer of Microsoft with Unified Support. Hence, bidder shall not be responsible for any support arrangements from the OEM.</p> <p>However, if the bidder suggests any tools, software, platforms, etc., not specified in the "Infrastructure Requirements" of the RFP, they will be responsible for arranging support for those.</p> <p>Furthermore, there may be instances where the bidder needs to engage with the OEM, particularly in cases of technical bugs in the developed product. The bidder is better positioned to articulate the issue and implement solutions compared to IREDA.</p>



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23	Page 23	Clause 10.3.2	Payment Terms	<p>It is suggested that the Payment Terms may be modified as below:</p> <p>T+3W (finalisation of requirements) - 15%</p> <p>T+12W ----- 25%</p> <p>T+18W ----- 25%</p> <p>T+25W (go-live)----- 25%</p> <p>3 months after go-live ----- 10%</p>	Revised payment terms for Bill of Material Item No. 1 is attached as Annexure.
24	Page 24	Clause 10.4	SLA	<p>Since IREDA is providing the hosting infra, any downtime on account of infra issues shall be excluded from the downtime calculations. The bidder shall only be responsible for downtime purely on account of application issues. Bidder should not be held responsible if the work is delayed due to external factors/ dependencies/ reasons beyond their control.</p>	Agreed.



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25	Page 28	Clause 10.12	<p>10.12.1 Due to negligent act of the Bidder, if IREDA suffers losses and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:</p> <p>10.12.2 The total amount of liquidated damages under this engagement shall not exceed 15% of the total value of the contract/PO.</p>	It is assumed that the LD/Penalty should be imposed only for delays solely attributable to the bidder and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question. The bidder should not be held responsible if the work is delayed due to third parties/external factors/dependencies/reasons beyond bidder's control. Please confirm	Confirmed.
26	NA	NA	NA	It is assumed that IREDA will bear the licensing costs for any additional technology/tools (if required) for development (e.g. use of any ETL tool for data migration). Please confirm.	No. Any expenses related to additional technologies or tools beyond those specified in the "Infrastructure Requirements" of the RFP will remain the responsibility of the bidder throughout the contract duration.
27	Page 45	Annexure-K, Article-5	Obligation to return all confidential information / destroy all confidential and no right to retain a copy	It is requested that the bidders may be allowed to retain their working papers and a copy of confidential information for their records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Bidder is allowed to retain the documents subject to the signing of Non Disclosure Agreement (NDA) on a Rs. 100/- stamp paper.



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28	Page 27	Clauses 10.10.1.4, 10.10.2, 10.10.4.2, 10.10.6,	Indemnities for IPR infringement claims without exceptions	<p>It is requested to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p><i>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;</i></p>	IREDA may not include any exceptions with respect to Indemnity as the nature of Business of IREDA is sensitive.
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However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.

3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."



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29	Page 26,17	Clause 10.10.1.1, 10.10.1.2, 10.10.4.4, 10.10.4.5,	<p>Indemnity for any:</p> <p>10.10.1.1. An act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,</p> <p>10.10.1.2. Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,</p> <p>10.10.4.4. Breach of any terms of Agreement, Representation or Warranty.</p> <p>10.10.4.5. Act of omission or commission in performance of service.</p>	<p>There are several remedies available under law and contract to IREDA for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request IREDA to kindly delete this section.</p> <p>If IREDA still insists on retaining this section, then it is requested to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	IREDA may not delete this clause as the nature of Business of IREDA is sensitive and such indemnities are required.
30	Page 27	Clause 10.10.3, 10.10.4.6	Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.	It is requested that these clauses may kindly be deleted. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to bidder under this Agreement.	IREDA may not delete this clause as the nature of Business of IREDA is sensitive and such indemnities are required.



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31	Page 27	Clause 10.10.1.5	Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,		Applicable for queries at S.No 30-36.
32	Page 27	Clause 10.10.1.6	Breach of confidentiality obligations of the Bidder,		
33	Page 27	Clause 10.10.1.7 and Clause 10.10.4.3	Indemnities for, negligence, misconduct, gross negligence or gross misconduct by the bidder		
34	Page 26	Clause 10.10.1.3	Indemnity for bonafide use of deliverables/ services provided by the bidder		
35	Page 27, Page 40	Clause 10.10.4.1; point 2, Annexure I	Indemnity for non-compliance with laws/ govt requirements including KYC requirements		
36	Page 26	Clause 10.9	Indemnity for damage to client property caused by bidder's direct negligence/ non-performance of duty		
37	NA	NA	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	No change



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38	NA	NA	<p>NA (No process for indemnity proceedings has been mentioned in the RFP)</p>	<p>It is requested to include the following process in the RFP:</p> <p>The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense</p>	<p>The indemnity clause provided in the RFP will suffice for now. Any review or adjustments to the indemnity clause will be considered during the agreement stage with the selected bidder (H-1). However, it's important to note that during discussions with the H-1 bidder, there is no guarantee that IREDA will accept all proposed clauses. The discussion serves as an opportunity for the successful bidder to present their proposal, and IREDA will make decisions based on the merit of each case.</p>
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				<p>of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p>	
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				<p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>(ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
39	Page 29	Clause 10.16	Termination of Contract	To uphold the principles of natural justice and to bring parity in the contract, we request IREDA to give us the right to terminate the contract in case IREDA breaches any of its material obligations under the contract, provided a notice for such breach is given to IREDA along with a rectification period of 30 days.	No clause in the RFP breaches the principles of Natural Justice. This document is an offer and not a contract therefore termination rights should be with IREDA only.
40	Page 29	Clause 10.15.1	IREDA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IREDA alone; 10.15.1.1. Serious discrepancy observed during performance as per the scope of project. 10.15.1.2. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	No need to change the clause as the "subject to" condition is already mentioned.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
41	Page 29	Clause 10.15.2	In case of order cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA with interest @15% per annum from the date of each such payment. Further, the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract and any additional expenditure to be incurred by IREDA to appoint any other Bidder. This is after repaying the original amount paid.	<p>It is requested to limit the bidder's liability under this clause to 10% of the value of corresponding goods/services not delivered by the bidder.</p> <p>Please also confirm that IREDA will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>	<p>No change in the clause.</p> <p>IREDA will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>
42	Page 24, Page 28	Clause 10.4, Clause 10.12	Liquidated damages	<p>We request IREDA to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>Further, we understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	No change.



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43	Page 26	Clause 10.8	Intellectual Property Rights	<p>No protection to bidder's pre-existing IPRs: There are innumerable IPRs that exist with us which we would like to use to IREDA's benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients.</p> <p>We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them.</p> <p>We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are</i></p>	<p>IPRs already explicitly belonging to the bidder will remain to the bidder. However, wherever required, bidder will allow the same till the contract period. In addition, any product developed as part of the agreement will have IPR belonging to IREDA.</p>
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				<p><i>included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i></p>	
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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
44	Page 15, Page 26	Clauses 4.5.1, 4.5.4, 4.5.5 and Clause 10.6	Audit	<p>Widely worded audit rights:</p> <p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow IREDA to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	<p>Audit requirements shall be as per RBI Master Direction RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated November 7, 2023.</p> <p>Bidders are requested to go through the Master Direction of RBI mentioned above. IREDA must comply with all the provisions mentioned in this master direction.</p>
45	NA	NA	There is no restriction on the usage of deliverables by a third party. No third party disclaimers are mentioned in RFP.	<p>We will be providing services and deliverables to IREDA under the contract. We accept no liability to anyone, other than IREDA, in connection with our services, unless otherwise agreed by us in writing. It is requested that IREDA agrees to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>That clause is not required in the RFP. It may be a part of contract or agreement with the selected bidder.</p>



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
46	NA	NA	No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request IREDA to incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time.</p> <p>IREDA may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	<p>Deemed acceptance is not possible for any deliverable.</p> <p>The acceptance criteria for all the deliverables mentioned in the RFP can be jointly worked out between the successful bidder and IREDA post award of contract.</p>



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
47	12	4.2.2	users can access and interact with the application effectively regardless of the device they are using, enhancing usability and user experience.	Could you confirm the type of entities that would be accessing the proposed system for example are employee, department manager, Area/regional manager and super admin.	Shall be outlined in detail during System Requirement Specification phase.
48	7	2.2	IREDA has an online Performance Management System (PMS) available in Microsoft Dynamics 365 ERP solution.	Do we need to replace D365 - PMS to New independent PMS or the enhancement of the existing system. Please confirm.	The developed system will be a new module integrated with D365 through API. The existing integrated module will be used till 2023-24.
49	11	4.1.6.9.	Rollout of the system to all users.	Would like to know who will be creating above-mentioned users (manager, employee, department manager) will be created/register on the proposed system?	Initial data for manager, employee, department manager shall come through data migration. Post that, it will be created / updated through API from Dynamics 365.
50	NA	NA	NA	In the proposed PMS, can a user be assigned to multiple roles? For example, could a single user be assigned both department manager and area manager roles? Please confirm.	Yes
51	NA	NA	NA	Do we need to consider roles & permission for the super admin so that different role based users can be created?	Yes
52	NA	NA	NA	Do we need to consider the same URL and interface for all the entities to access/log in to the proposed system?	Yes



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
53	11	4.1.6.2.	Audit logs	Do we need to capture the logs for the different activities related to performance and tasks assigned? if yes, any matrix available for better understanding?	Yes. Matrix can be discussed during SRS.
54	54	11.13>1	Performance Plan, capture performance on half yearly (Mid year) and annual basis; with the provision of multiple performance plans in a year, culminating into one pro-rated rating for one Financial year, with online secure access to all concerned.	How the performance insights will be shown in graphs, chart, numbers, etc. please confirm.	It can be shown through reports developed in Power BI/SSRS
55	54	11.13>6	Performance Cycle - Define Performance Cycle / Start Performance Planning / Start Mid Year Review / Start Final Year Review /	Does system will only capture the monthly performance trends and provide insights on relative performance comparison in numbers or this should be displayed in graph or chart?	Can be discussed in detail during SRS phase.
56	54	11.13>15	Provision to create KRA from the front-end by employee and approval as per hierarchy by Reporting officer - Reviewing officer - Admin	Please confirm if new KRA approval will be given by Reporting officer - Reviewing officer - Admin and tasks or any another approval needs to consider? Also, will it be configurable from backend?	Can be discussed in detail during SRS phase.
57	54	11.13>15	Provision to create KRA from the front-end by employee and approval as per hierarchy by Reporting officer - Reviewing officer - Admin	Will the workflow be dynamic or static as the standard reporting structure of IERDA?	Can be discussed in detail during SRS phase.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
58	54	11.13>1	Provision to create Performance Plan, capture performance on half yearly (Mid year) and annual basis;	Who will create the performance plan for Mid year or yearly basis? Will this plan same for all the department employees?	Can be discussed in detail during SRS phase.
59	54	11.13>6	Admin rights: Initiate Performance Cycle - Define Performance Cycle / Start Performance Planning / Start Mid Year Review / Start Final Year Review / Close Performance Cycle	Would like to understand the performance initiation cycle and review process. Will standarized KRAs Kindly define the workflow.	Can be discussed in detail during SRS phase.
60	NA	NA	NA	Pull and push to D365 will only be in the beginning of the cycle? - F&O	Can be discussed in detail during SRS phase.
61	54	11.13>15	Reporting officer – Reviewing officer (Department users)	Could you please confirm if department users will access the proposed system and if departments will be managed by the super admin? Please confirm.	Can be discussed in detail during SRS phase.
62	11	4.1.6.1.	Email and SMS alerts. SMS gateway shall be provided by IREDA.	Do you have a list of third parties/external systems, which we need to, integrate with the proposed system?	Microsoft Dynamics 365 and Azure Active Directory.
63	12	4.2.4	PMS related reports is to be developed using Power BI / SSRS reporting tool.	Minimun how many reports to be considered for all user dashboards? Moreover, who all will be able to access these reports?	Can be discussed in detail during SRS phase.
64	11	4.1.4	Prepare data migration templates for all the data points required for one-time migration from Dynamics 365 F&O	How many years of data is currently present in D365 - PMS. Kindly confirm.	Data is available in Dynamics 365 since 2012-13



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
65	13	4.3.5.	the auditor will conduct Vulnerability Assessment and Penetration Testing (VAPT) of the application.	Do we need to consider VAPT in our scope or only the fixes of VAPT is in scope? Kindly confirm.	<p>Prior to the application's Go-Live, the bidder must arrange for the application to be audited by a CERT-In empanelled auditor for OWASP Top 10 vulnerabilities. Additionally, the auditor will conduct Vulnerability Assessment and Penetration Testing (VAPT) of the application</p> <p>The bidder is obligated to address all findings from the audit before launching the application. A detailed Audit and Closure Report must be submitted by the bidder to IREDA prior to the application's Go-Live. However, any observations, related to the infrastructure are not part of the scope.</p>
66	12	4.2.4.	PMS related reports is to be developed using Power BI / SSRS reporting tool.	Could you please confirm if we can expect the Power BI License from IREDA?	Yes
67	11	4.1.3.	Bidder has to develop necessary APIs for fetching the master data from Dynamics 365 F&O.	D65 - what all master modules we need to include?	Can be discussed in detail during SRS phase.



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
68	11	4.1.3.	The master data of the employees is maintained in Microsoft Dynamics 365 Finance and Accounts (F&O).	What data we need to post to D365 - F& O	Can be discussed in detail during SRS phase.
69	11	4.1.3.	The master data of the employees is maintained in Microsoft Dynamics 365 Finance and Accounts (F&O).	What all masters will be allowed to be edited from PMS and then pushed to D365 F&O.	Can be discussed in detail during SRS phase.
70	56	11.13>44	Configurable weightages for different levels between MoU, KRA and Competency assessment	What is Competency assessment? Would like to know the details or functions/parameters pertaining to configurable weightages need to consider?	Can be discussed in detail during SRS phase.
71	56	11.13>45	Communication of complete APAR assessment to each appraisee, upon finalization of Final Review, after completion of the entire process	Does communication is the acutal chat/internal communcation or outside the system?	Can be discussed in detail during SRS phase.
72	NA	NA	NA	What will be the login mechanism (sso)?	SSO through Azure Active Directory
73				Considering daily data pull for the D365 master data and sync with the PMS data	Can be discussed in detail during SRS phase.
74				What all languages the proposed system should support? Like only English, Hindi, etc.	Bilingual (Hindi and English)



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S. NO.	Page Number	Clause No. / Point No.	Description in RFP document	Clarification sought	IREDA's Response
75	9	3.2	Experience in providing proposed software/solution in Public Sector Undertakings / State and Central Government Offices / Autonomous bodies or departments of the Government of India / Private Sector Organizations which are listed in Indian Stock Exchanges as on date of submission of bid.	<p>We request it to change it to Experience in providing proposed software/solution / ERP / E-Governance Project in Public Sector Undertakings / State and Central Government Offices / Autonomous bodies or departments of the Government of India / Private Sector Organizations which are listed in Indian Stock Exchanges as on date of submission of bid.</p> <p>Insted of; can you please add E-Governance also ?</p> <p>Because as per our experience is very large in E-Governance.</p>	No change



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Annexure-2 | Declaration for Cost of Migration from On-Premises to Cloud

To,

Manager (IT)

Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi –110066

Subject: Declaration for Cost of Migration from On-Premises to Cloud

Dear Madam,

Following shall be the price for the migration of PMS application from on-premises to cloud

Cost of Migration of application from on-premises to cloud as a percentage of the "Development and Implementation Cost" as per the item at S.No. 1 in Bill of Material
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<i>To be quoted as percentage value (0-100)</i>

This shall become payable once the migration activity has been completed by the bidder and the same is signed-off by IREDA.

We undertake to comply with the terms and conditions of the bid document. We understand that IREDA may reject any or all of the offers without assigning any reason whatsoever.



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Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Company/Firm: Address:



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Annexure-3 | Revised Payment Terms for Bill of Material item at S. No-1

Sr. no.	Phases of PMS*	Requirement Gathering Onsite	Development	UAT (Onsite)	Go-Live (Onsite)	Payment Terms (Percentage of Development cost)
1	Performance Planning	T+3W	T+8W	T+10W	T+12W	25%
2	Mid-Year Review		T+16W	T+17W	T+18W	15%
3	Final Review		T+21W	T+24W	T+25W	15%
4	3 months after Go-Live of Final Review Phase					30%
5	12 months after Go-Live of Final Review Phase					15%

*Including Reports, Notification, SMS,etc.