S. No	Clause No.	Page No.	Section No	Query	Remarks	Replies to Clarifications
1	4.5	18	The broad indicative components suggested to be part of this LMS system, but not limited to, are as follows 1) Digital India (DI) LMS Portal 2) Training Management 3) Content Management 4) Authoring 5) Other Functionalities (including Registration, Virtual Learning, Security etc.) 6) Online Assessment 7) Any Others	Request to remove Any Other as this makes the scope open ended. The broad indicative components suggested to be part of this LMS system, but not limited to, are as follows 1) Digital India (DI) LMS Portal 2) Training Management 3) Content Management 4) Authoring 5) Other Functionalities (including Registration, Virtual Learning, Security etc.) 6) Online Assessment 7) Any Others	Please change as per query since any others makes the possibilities limitless	Any Other option doesn't make the scope open ended. It leaves the room for increasing the scope as per any new requirement in future.
2	5.2	30 (S No. 5)	5. References Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Request to please permit a self certificate from our Authorized Signatory or Company Secretary instead of a Work Order or Completion Certificate, as these are confidential documents of Customers who do not permit disclosure to third parties.		Please Refer the Addendum issued by NeGD in this regard
3	6.12	35	EMD may also be given in the form of Bank Guarantee valid for the period of one year mentioning all the terms and conditions of forfeitures in this Bank Guarantee.	EMD may also be given in the form of Bank Guarantee valid for the period of one year 180 days mentioning all the terms and conditions of forfeitures in this Bank Guarantee.	Please change as per query	Bank Guarantee remains valid for one year
4	6.12	36	6.12 Earnest Money Deposit … 🞂 The EMD may be forfeited: o If a bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or o In the case of a successful Bidder if the bidder fails to sign the contract for any reason not attributable to NeGD or to furnish Performance Bank Guarantee within specified time; or o During the Bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid Evaluation and finalization; or o During the Bid Process, if any information is found to be wrong/ manipulated/ hidden in the Bid. 🞂 The decision of NeGD regarding forfeiture of the EMD amount and rejection of Bid shall be final and binding to the Bidder.	6.12 Earnest Money Deposit … 🞂 The EMD may be forfeited: o If a bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or o In the case of a successful Bidder if the bidder fails to sign the contract for any reason not attributable to NeGD or to furnish Performance Bank Guarantee within specified time; or o During the Bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid Evaluation and finalization; or o During the Bid Process, if any information is found to be wrong/ manipulated/ hidden in the Bid. 🞂 The decision of NeGD regarding forfeiture of the EMD amount and rejection of Bid shall be final and binding to the Bidder, without prejudice to the Bidders rights and remedies under applicable laws.	Please change as per query	Remains unchanged
5	6.18	37	6.18 Proposal Ownership The proposal and all supporting documentation submitted by the Bidder shall become the property of NeGD.	Request to please delete this as the proposal is only the bidder's offer and contains sensitive technical and commercial information. Every Bidder will retain its rights over the contents of the proposal and all supporting documents. These are submitted to NEGD only for the purpose of evaluation.		To be added to original para. The NeGD will be used only for the purpose of evaluation purpose only.
6	9.4	46	All the cost and charges in the Bid should be expressed in Indian rupees (₹) without any dependence on exchange rate, duty or tax structure. The Financial Bid quoted by the idder must be inclusive of all type of expenses including any type of tax etc. No additional amount will be paid in excess to the quoted price	Request below modification to the clause: Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of Customer.	Please change as per query	If and when this happens, Agency can make a representation to NeGD , and NeGD, based on the prevailing law, will consider and take a decision as per rule

7	9.6	46	9.6 Agreement NeGD shall execute an Agreement for Award of Contract with the Bidder as per the Terms and Conditions of the RFP. The conditions stipulated in the Agreement must be strictly adhered to and any violation/deviation of any of the conditions may entail termination of the contract or levy of penalty without prejudice to the rights of NeGD. In such a case, NeGD has the right to invoke Performance Bank Guarantee and further Right to Terminate the entire or part of the contract by giving three (3) months' notice period.	9.6 Agreement NeGD shall execute an Agreement for Award of Contract with the Bidder as per the Terms and Conditions of the RFP and the Bidder's proposal. The conditions stipulated in the Agreement must be strictly adhered to and any violation/deviation of any of the conditions may entail termination of the contract or levy of penalty without prejudice to the rights of NeGD. In such a case, NeGD has the right to invoke Performance Bank Guarantee and further Right to Terminate the entire or part of the contract in accordance with the terms of the Agreement by giving three (3) months' notice period.	Please change as per query	This suggestion of change of query will be considered at the time of sigining contract with successful bidder.
8	9.7	46	9.7. Indemnity Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract.	9.7. Indemnity Bidder has to indemnify NeGD against any claims, losses, causes, direct damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD by any third party for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract.	Please change as per query	Remains unchanged
9	9.8	48	The successful bidder shall, at the discretion of NeGD, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.	In case of Force Majeure, bidder should not be penalized. Request modification in the clause as below: The successful bidder shall, at the discretion of NeGD, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.	Please change as per query	Remains unchanged
10	10.2	49-50	10.2 Confidentiality …As per Draft	Request to please make the clause mutual such that both the successful bidder and NeGDs confidential information is protected with the same degree of care.		The Possible Inclusion will be considered at the time sigining the contract with succesful bidder with due clearance of legal/finance.
11	10.6	51	10.6 Termination / Withdrawal …As per Draft	Request to please substitute this clause with the Termination clause of the Model RFP 2012 released by DeitY.		The Possible Inclusion will be considered at the time sigining the contract with succesful bidder with due clearance of legal/finance.
12	10.7	52	10.7 Binding Clause All decisions taken by the NeGD regarding this Contract shall be final and binding on all concerned parties.	10.7 Binding Clause All decisions taken by the NeGD the appropriate dispute resolution authority regarding this Contract shall be final and binding on all concerned parties.	Please change as per query	all decisions taken by the NeGD the appropriate dispute resolution authority as per RFP regarding this Contract shall be final and binding
13	10.11	54 (Point No. 5)	5) Liquidated damages is capped to a total of 10% of the total bid value.	5) Liquidated damages is capped to a total of 10% of the total bid value.Implementation cost.		The total bid value proposed by the vendor is the bench marking with cap of 10%
14	10.11	55-57	SLAs for the Operations Phase	Request to cap the penalty on account of default in SLAs for the operations phase to a maximum of 10% of the quarterly value.		Remains unchanged
15	11	58-60	11. Payment Terms: Refer RFP	Request to modify the payment terms as below: 1. Mobilization advance: 10% of the implementation cost 2. Hardware/Licenses supply - 90% to be paid on delivery. 3. LMS application Development: a. FRS and SRS signoff- 25%, b. Completion of Application development- 35%, c. Completion of Acceptance testing of the solution and Go Live- 20%, d. 2 Months of Successful operations after Go- Live and Audit Report by empanelled Auditor Acceptance Testing of deployed solution- Balance 10% 4. Quarterly payments of the Total amount of Opex		Remains unchanged

16	11	58-60	For any delay in completion of any of the above deliverables beyond Mar' 2017, a 10% penalty of total project cost would be levied for completion of the deliverable beyond that timeframe as agreed during the project plan submitted by the bidder.	Request to delete this clause as it is already captured in Liquidated Damages. There should not be two penalties on account of one default.		As already clarified the total cap of 10% of proposed bid value will apply as per the para 5
17	12	61	12 Extension of Contract NeGD may extend the contract on pro-rata basis beyond March 2017, in case of any requirements.	12 Extension of Contract NeGD may extend the contract on pro-rata basis upon obtaining the consent of the successful bidder beyond March 2017, in case of any requirements.	Please change as per query	Contract is an agreement between two parties. The contract can be extended only if the other party is also willing.
18	12.1	61	12.1. Change Orders NeGD may at any time before completion of work under project awarded to the bidder, change the work content by increasing the quantities of the services as required, as mentioned in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the bidder will have to perform the service in the increased quantity at the same contract rates within the time stipulated for providing services to NeGD.	Request to modify the clause on Change Order as below: Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.		Remains unchanged
19	12.2.4	63	12.2.4 Transfer of Certain Agreements On request by NeGD or its nominated agency Bidder shall effect such assignments, transfers, licences and sub-licences as NeGD may require in favour of NEGD or in relation to any equipment lease, maintenance or service provision agreement between Bidder and third party lessors, bidders, and which are related to the services and reasonably necessary for the carrying out of replacement services by NEGD or its nominated agency. Bidder shall provide the perpetual licenses for all involved LMS components (as applicable) and same shall be shared with NeGD.	Request to please delete this as this is not applicable to the present scope. Licenses will be in the name of NeGD or DeitY and hence no further assignments of contracts will be required.		Remains unchanged
20	12.2.6	64 (Point No. 10)	12.2.6 Exit Management 10. In case of exit due to termination prior to expiry of the agreement for any reason whatsoever, the bidder shall pay liquidated damages to NeGD to compensate for the various losses and reputation due to the delay. In such circumstances NeGD shall not make any further payments and shall recover all amount paid to the bidder after levying ten (10) % interest.	Request to delete this clause as it is already captured in Liquidated Damages. There should not be two penalties on account of one default.		Remains unchanged
21	Annexure I	68	Annexure 1: Declaration ii. I permit NeGD to inspect my records to ascertain the above facts. iii. I permit NeGD to cross check the above facts from any other source. iv. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost. v. I will abide by the decision of NeGD regarding empanelment. vi. I have read & understood the RFP and agree to all the Terms & Conditions stated therein.	Annexure 1: Declaration ii. I permit NeGD to inspect my records to ascertain the above facts. iii. I permit NeGD to cross check the above facts from any other source. iv. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost. v. I will abide by the decision of NeGD regarding empanelment. vi. I have read & understood the RFP and agree to all the Terms & Conditions stated therein, subject to the deviations submitted herewith.	Please change as per query	Remains unchanged

22	Annexure II	69	Annexure II: Covering Letter with the Proposal in response to RFP Notice 2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. 3. In the event of acceptance of our Bid, we do hereby undertake:- ⦿ To commence services as stipulated in the schedule of delivery forming a part of the attached Technical Bid. ⦿ We affirm that the prices quoted are inclusive of all charges and all sales, service taxes and any other type of taxes as may be applicable from time to time. ... 7. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.	Annexure II: Covering Letter with the Proposal in response to RFP Notice 2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that subject to the additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. 3. In the event of acceptance of our Bid, we do hereby undertake:- ⦿ To commence services as stipulated in the schedule of delivery forming a part of the attached Technical Bid. ⦿ We affirm that the prices quoted are inclusive of all charges and all sales, service taxes and any other type of taxes as may be applicable from time to time. applicable as on today dated_____. However all such taxes shall be paid to us on actual rates prevailing at the time of invoice submission. ... 7. We would like to declare that there is no unethical conflict of interest in the services that we will be providing under the terms and conditions of this RFP.	Please change as per query	Remains unchanged
23	Annexure VI	77	Annexure VI: Financial Proposal Covering Letter Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Any change in the government's tax during the project duration will be borne by us and will not be transferred to NeGD.	Annexure VI: Financial Proposal Covering Letter Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Any change in the government's tax during the project duration will be borne by us and will not be charged additionally and transferred to NeGD. *NeGD shall pay all taxes to the bidder at rates prevailing at the time of invoice submission.*	Please change as per query	Remains unchanged
24	To be added		Deemed Acceptance	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.		Rejected
25	To be added		SNR	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.		Not relevant
26	To be added		Transfer of risk and title	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto Customer on delivery of the material at the Customer location.		Not relevant

27	To be added		Limitation of Liability	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of contract value. | | Not acceptable |
| 28 | To be added | | Termination | In the event of termination by owner, the Bidder shall be paid for the all goods delivered and services rendered till the last date of effective termination | | Rejected |
| 29 | To be added | | Savings Clause | Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever. | | At the descretion of competent authority of NeGD subject to proper evaluation of cause of action amount to delay in implementation. |
| 30 | To be added | | Right to bidder for non payment: | (1)Payment shall be released within 30 days of submission of invoice. In case delayed payment of undisputed amount, interest @ 12% shall be paid to the bidder

(2) If the undisputed amount remain unpaid for over 90 days, the bidder should have right to exit from the account | | Rejected |
31	To be added		5.2. Pre-Qualification Criteria	Please Include CMMi Level 5 companies condition in Pre-Qualification Criteria	To ensure quality from bidders	Rejected
32	To be added		5.2 Pre-Qualification Criteria	Please Inclue criteria for profitability of bidders. Bidders should have profit of atleast INR 50 crores in each of last 3 financial years (FY 2012-13, 2013-14, 2014-15)	To ensure quality from bidders	Rejected
33	5.2	30	5.2. Pre-Qualification Criteria The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16)	Since LMS is part of overall project, so consider the business of 10 Cr in each of last three year from ERP implementation projects where LMS was part of those projects	In most cases LMS is asked integrated with complete solution	Please Refer the Addendum issued by NeGD in this regard
34	General		General	Note:
In case of unavailability of work order/ completion Certificate for a project wherein an NDA (Non-Disclosure Agreement) was signed, bidders to execute an undertaking signed by the legal authorized signatory to this effect.		Please Refer the Addendum issued by NeGD in this regard
35	8.3	42	Technical Evauation	Add OEM also in technical evaluation. technical evaluation to have marks for both SI and OEM.		Not acceptable

No.	Section	Page	Clause	Query/Change	Query	Response
36	8.3	42 (S No. 6)	No of Learners/trainees impacted by single LMS implementation. (Showcase a certificate with the number of learners/trainees for the implementation)	Include this evaluation for OEM.		Not acceptable
37	8.3	42 (S No. 2)	The Bidder must have completed/ongoing at least two LMS implementation projects in the last three years	Change to - The Bidder must have completed/ongoing at least two LMS implementation projects in the last five years		Please Refer the Addendum issued by NeGD in this regard
38	4.5.4	21	Authoring Module	Authoring Module to be provided by SI ? Or agency who will develop the training content will bring the authoring module ? If authoring module is needed from SI, then tell us the nos of user license needed?		Authoring Module is required from the LMS Successful Vendor
39	4.5.6.2.2	25	Integration with other systems	Integration will be done with HR, KMS, PMS, Outlook, system? Pls. confirm. Provide the functional scope of integration with social media and NeGD collaboration portal?		Yes, successful bidder in consultation with service providers of KMS, PMS etc evolve the functional scope.
40	8.3	42 (S No. 6)	No of Learners/trainees impacted by single LMS implementation. (Showcase a certificate with the number of learners/trainees for the implementation)	Consider SI- internal learning product implementation, for its employees be allowed to showcase as experience against the criteria.		A certificate in this effect should be produced by the bidder that the proposed LMS has impacted atleast 1000 learners in the govt. or related.
41	8.3	42 (S No. 6)	No of Learners/trainees impacted by single LMS implementation. (Showcase a certificate with the number of learners/trainees for the implementation) 50000 --- 2 marks 50001 – 75000 ----3 marks 75001 - 100000 ----4 marks > 100000 ----5 marks	Please change to No of Learners/trainees impacted by single LMS implementation. (Showcase a certificate with the number of learners/trainees for the implementation) 10000 --- 2 marks 10001 – 20000 ----3 marks 20001 - 30000 ----4 marks > 30001 ----5 marks		Not acceptable
42	4.5.1.2	19 (Point No. 1)		The Portal server should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris, iOS). The same should also be mobile compliant.	Does this mean, Microsoft technology stack is not entertained? If Yes, We would recommend to leverage this clause.	Yes, it is clarified that LMS Proposed by the Vendor to be independent of the OS or OS independent should be compatible with muti OS environment.
43				3) The system should support customized delivery of content, i.e., it should be possible to select content adaptively based on a particular learner's/trainee's profile and level of learning already achieved including performance in tests.		Yes, it is clarified that LMS requirement needs Adaptive learning
44	4.5.3.1	20		4) The system should support customized generation of navigation, i.e., it should be possible to select the navigation sequence of the topics in a lesson or lessons in a course adaptively based on a particular learner's/trainee's profile and level of learning already achieved.	All these requirement leads to Adaptive learning, Is the expections on the same line or does it means different, please clarify?	Yes, it is clarified that LMS requirement needs Adaptive learning
45				5) The system should support customized presentation of content, i.e., it should be possible to select the presentation scheme of the content adaptively based on a particular learner's/trainee's profile and level of learning already achieved.		Yes, it is clarified that LMS requirement needs Adaptive learning
46	4.5	18		As per DeitY (Government of India) policy, preference shall be given Open Source Software (OSS), however, NeGD is open for both Closed Source Software (CSS) and Open Source Software (OSS).	Does this indicate that more Technical scoring will be for Open source based product and not for licensed?	NeGD/ DeitY is bound by directives issued by the Government of India. As of now the NeGD is open to both options but the finality will be based on the broad guidelines issued by the GoI
47				3) The Authoring Module should support creation of SCORM packages from all types of formats including HTML, MS Word, PDF, Powerpoint, Flash, Authorware, MP3, MPEG etc.		Yes only if it is a value addition without altering the existing scope of work

48	4.5.4.2	21		4) The Authoring Module should support definition of prerequisites between different parts of a course so as to support adaptive delivery of content. This should be done through the use of the prerequisite mechanism defined in the SCORM standard.	Content authoring tool requirement is in place. Can we recommend Articulate/Quick author tool.	Yes only if it is a value addition without altering the existing scope of work	
49				5) The Authoring Module should have a built-in SCORM player so that previewing of content packages may be done in a real-life environment.		Yes only if it is a value addition without altering the existing scope of work	
50	4.5.6.2.3	25		a. Handle a minimum of 1.5 lakhs Front-end User (learners/trainees) records with expansion capabilities (5 – 8 lakhs in the coming 4-5 years).	Does NeGD intends LMS licenses concurrancy based or on Total No of registered Users based, Please clarify?	Please Refer the Addendum issued by NeGD in this regard	
51				b. Support at least 1000 concurrent courses initially		Please Refer the Addendum issued by NeGD in this regard	
52	4.5.6.2.5	25		1) The bidder should procure licenses for the LMS application, server, database and related infrastructure and hand over NeGD as required.	Cost of Software licenses will be factored seperatly and will handed over to NeGD, hope that is in line with the expectation?	all costs to be part of the bid.	
53	4.5.6.2.7	26		1) LMS shall be compatible with Desktops, Tablets & Smartphones.	NeGD wants mobile based LMS app, or web based LMS running on Mobiles devices?	Yes the proposed LMS has to be accessible on mobile platforms too.	
54	4.5.7.3	27		1. Create and operate help desk for easy resolution of client issues (L1 and L2 Support). Refer section -4.5.7.7 for the support definitions.	Is there scope of L1 and L2 Support, please clarify?	Already mentioned in RFP (4.5.7.7)	
55	12.2.6	65		4. Migration of Cloud infrastructure	Is There any scope of Data migration or Data digitization? If YES Please elaborate and clarify on the form of existing data.	The Existing Training Content need to be migrated to the proposed LMS. And also the as part of the Exit Management the Data Migration plan need to be submitted by the vendor.	
56	4.5.6.2.2.	25		1) LMS should be integrated with other systems like KMS, PMS etc. The interoperability between LMS and KMS needs to be established when both systems are live.	Kindly specifiy on total no. of applications to be integrated other than KMS, PMS?	The LMS is the first application to be developed in the proposed ecosystem. The bidder need to evolve the benchmarking standards for integration of other systems like KMS, PMS, HRMS etc	
57	4.5.6.2.2.	25		1) LMS should be integrated with other systems like KMS, PMS etc. The interoperability between LMS and KMS needs to be established when both systems are live.	Kindly specify the technical domain of all the application with which the integration is needed?	Already clarified	
58				General	Does NeGD intent to scrap off the current LMS at each state and migrate the data to this Central LMS or do you want to continue with the AS-IS LMS but integrate it with the new ? Can we have the details of all the LMS- Types? Versions currently used at all States and UT?	Not relevant to RFP	
59	4.5	15	Scope of Work :: Expectations from LMS This LMS solution shall be implemented based on managed cloud based hosting model over a dedicated instance.	Can the LMS be implemented on the Shared Tenancy Public Cloud ?		No it should be managed cloud. It should be multitenancy hybrid model	
60	11	59	Payment Details Implementation Cost component includes the software (application), related infrastructure, setting up and implementation costs along with the cost involved for Hosting in Private Cloud.	Can the LMS be implemented on the Shared Tenancy Public Cloud ?		No it should be managed cloud Platform. It should be multitenancy hybrid model	
61				Any Preferred Location of Hosting the LMS within India ?		No preferences but it has to comply seismic zones for hosting and back up	

62	2	7 (S No. 5)	3. Critical Information, Sr. No. 5	Request for: a) NOC letter along with the original EMD (if submitted in FD form) at the time of returning b) Bank Guarantee (BG) Format	EMD of Rs. 20 Lakhs in the form of Demand Draft, Bank Guarantee (BG) or Fixed Deposit (FD) has been requested in the RFP. We may submit EMD as either BG or FD. In case EMD is submitted as FD: As per the banking norms, they require a NOC letter along with the original FD at the time of returning FD (EMD Amount). The NOC letter should mention that there is no liability of the bidder towards the NeGD and the FD may be realized by the bidder. We request your confirmation with regards to the NOC letter along with Original FD (EMD) at the time of returning of EMD. In case EMD is submitted as BG: We request for BG format.	NOC shall be issued. BG format will be issued to the successful bidder in consultation with NeGD Finance.
63	4.3	10 (Point No. 4)	4.3 Key Outcomes expected through LMS Sr. No: 4)	Is the LMS expected to serve as Document Repository as well ?	It is mentioned that LMS would, at the minimum, be a one-stop shop for all kinds of contents, related to self-learning, blended learning, etc. on e-Governance related topics, e-Reading material, PPTs, Assignments, Videos, Games, Quizzes, etc. Please clarify if the LMS is also expected to serve as purpose of Document Repository.	No, it should be a platform for content.
64	4.3	10 (Point No. 5)	4.3 Key Outcomes expected through LMS Sr. No: 5)	Are Digital Signature / e-Sign required for generated certificates after course completion.	We understand that certificate are to be issued for completion / merit / proficiency etc. for the various courses offered on the LMS. We understand that for authenticity of issued certificates, Digital Signature/e-Sign may be required. Please clarify.	Yes
65	4.5	15	4.5. Scope of Work	Please clarify if the Public or the Private cloud is to be used and related.	Please clarify if the LMS is to be implemented / hosted on Public / Private cloud. Further, Deity has come up with request for empanelment of private Cloud Service Providers (CSP) and provisional accreditation. In case of private clouds, is the bidder required to choose from the empanelled CSPs. However in case of public cloud we would request support from NeGD to facilitate the same. We would also request for more details on plan for DC & DR set-up from NeGD and role of the bidder to support the same.	Managed Cloud platform Servces preferred. if the DeitY finalises the CSP, only the empaneled private cloud service provider to be employed. The fecilitaton for the successful bidder can be provided if any need araise.
66	4.5	13	4.5. Scope of Work	Please provide more details on DC & DR and role of bidders.	We would also request for more details on plan for DC & DR set-up from NeGD and role of the bidder to support the same.	To be complied with guidelines issued by Ministry of Home Affairs on cloud hosting
67	4.5.6.2.2	25	4.5.6.2.2. Integration with other systems Point i)	1. Is integration with Other Systems like KMS, PMS etc. and Social Media & NeGD Collaboration Portal responsibility of Bidder?	We understand that LMS may have to be integrated with other systems like KMS, PMS etc. and Social Media & NeGD Collaboration Portal etc. We understand that role of bidder is limited to support the integration with LMS. We also request for additional details on the role of the bidders and required support required for such integration.	Yes, the LMS is the first application to be developed in the proposed ecosystem. The bidder need to evolve the benchmarking standards for integration of other systems like KMS, PMS, HRMS etc
68	4.5.6.2.5	25	4.5.6.2.5. Software licenses Point i)	Kindly provide further clarity with respect to licenses for the LMS application, server, database & related infrastructure and hand over NeGD as required.	We request for clarification if the cost of procurement of licenses for LMS application, server, database and related infrastructure is to be borne by the SI? After the hand over to NeGD, it is understood that NeGD shall bear all license cost in case any need arises ?	licenses are expected to be perpetual

69	5.2	30	5.2. Pre-Qualification Criteria SL No 5	Request to kindly allow Self Certificate of Completion OR Self certificate for Phase Completion Certificate	Kindly allow Work order submission along with Self Certificate of Completion (Certified by authorised Signatory) as documentary evidence for any completed project. RFP already provisions Declaration (page 29-Annexure- IV) on behalf of the Firm which effectively covers any wrong information being provided by the Firm. In addition the NeGD can always check back with any client under the submitted credentials, in case NeGD wishes to check the same	Please Refer the Addendum issued by NeGD in this regard
70	4.5.7.3	27	4.5.7.3. Operations, Maintenance, Monitoring and Control - till the Project Period (March 2017)	Request you kindly provide details with regards to the Help desk support	Kindly clarify the details with regards to mode and method for providing HelpDesk support - email, SMS, IVRS, Calls?? What shall be the expected Operational Hours? Would NeGD provide infrastructure for the same or bidder needs to provision the same? Where the help desk be situated?	bidder has to provide
71	4.5.7.6	28 (S No. 2)	4.5.7.6. Deliverables	Kindly clarify who shall bear charges for STQC certification ?	Request you to kindly clarify who shall bear the cost with regards to STQC certification. Also It is usually seen that STQC certification may take 1 month to 3 month to complete. It is requested that the bidder should be penalize for the delay on part of obtaining STQC certification. It is also to bring to your notice for activity active support from NeGD shall be required.	bidder
72	5.2	30	5.2. Pre-Qualification Criteria	Kindly confirm our understanding with regards to LLP eligibility.	As required in the RFP the bidder should be an agency providing eLearning/Talent Management/LMS vendor / IT Services. We have required credential and have undertaken implementation of similar projects. Thus we understand LLP shall also be eligible as bidder under this clause provided it is provides IT services. Kindly confirm	Yes, they should submit Form A and Form 11 for proof
73	8.3	42 (S No. 6)	Sl No 6, 8.3. Technical Bid Evaluation	Request to kindly allow Self Certificate in this regard	Kindly allow Work order submission along with Self Certificate (Certified by authorised Signatory) as documentary evidence. RFP already provisions Declaration (page 29-Annexure- IV) on behalf of the Firm which effectively covers any wrong information being provided by the Firm. In addition the NeGD can always check back with any client under the submitted credentials, in case NeGD wishes to check the same.	No, testimonials to be provided
74	9.4	45	9.4. Miscellaneous Terms & Conditions	Request you to allow consortium	As we understand the initiative is of importance and the NeGD should get the best solution. We have implemented similar solutions in consortium with best solutions as required by the client. NeGD may retain responsibility of prime bidder to implement the solution. However it is requested that the consortium be allowed	No consortium will be allowed as per the policy of the NeGD/GoI
75	10.11	53	10.11. SLA and Operational Penalties	Request kindly consider delay beyond control of SI and modify the clause accordingly	The penalties as mentioned are stringent. Request you to kindly relax the penalties. Also delays may happen due reasons beyond control of SI. Request is to provision the same in the clause and non applicability of the clause in such situations.	Remains unchanged

76	12.2.4	65	12.2.4. Transfer of Certain Agreements	Request to clarify that who will bear the transfer cost.	Kindly clarify whether bidder should provision all such cost in its financial bid.	Already clearly stated in the same clause. Bidder need to bear the cost until completion of the project
77	Annexure I	68	Annexure I: Declaration (On the Proposer's Letter Head)	Request to consider declaration from the firm participating in the bid and not from the individual.	As understood, the declaration is from the firm participating in the bid and not from the individual. Thus request you to modify the statement as below 1. I, _____ (Name & Designation) solemnly affirm on behalf of ....<name of the Firm> that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from selection. 2. ....<name of the Firm> permits NeGD to inspect my records to ascertain the above facts. 3. ....<name of the Firm> permits NeGD to cross check the above facts from any other source. 4. I or my authorized representative on behalf of ....<name of the Firm> , if required by NeGD, would make a presentation before the duly constituted Committee at my own cost 5. I on behalf of ....<name of the Firm> have read & understood the RFP and agree to all the terms & conditions stated therein.	Declaration in Annexure 1 Remains unchanged
78	To be added		New clause	We request to add new clause on Limitation of Liability	We request to add new clause on Limitation of Liability: NeGD, DeitY shall not recover from bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. NeGD/DeitY shall not recover from bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this agreement or otherwise relating to the Services.	Not acceptable
79	To be added		New clause	We request to add new clause on Report.	We request to add new clause on Report: "Any information, advice, recommendations or other content of any reports, presentations or other communications bidder provide under this Agreement ("Reports"), other than NeGD, DeitY Information, are for NeGD, DeitY internal use only (consistent with the purpose of the particular Services) including NeGD's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. NeGD, DeitY may not rely on any draft Report and bidder shall not be required to update its Final Report"	NeGD/ DeitY is bound by RTI.

80	To be added		New clause	We request to add new clause on Termination.	Request to add new clause on Termination: "Either Party may terminate this Agreement immediately by giving notice to the other party. Upon termination bidder shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination".	Remains unchanged
81	5.2	30 (S No. 4)	5.2. Pre-Qualification Criteria The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16)	Request to please modify the clause.	Request you to please modify the clause as follows: "The bidder/ consortium partner/OEM should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16) "	Remains unchanged
82	5.2	30 (S No.5)	5.2. Pre-Qualification Criteria The bidder must have completed/on-going at least two LMS implementation projects in the last 3 years.	Request to please modify the clause.	Request you to please modify the clause as follows: The bidder/ consortium partner/OEM must have completed/on-going at least two LMS implementation projects in the last 3 years.	Remains unchanged
83	8.3	42 (S No. 1)	8.3. Technical Bid Evaluation No of years the Bidder has been in the field of Learning Management System in India or abroad	Request to please modify the clause.	Request you to please modify the clause as follows: No of years the Bidder/consortium partner/OEM has been in the field of Learning Management System in India or abroad	Remains unchanged
84	8.3	42 (S No. 2)	8.3. Technical Bid Evaluation The Bidder must have completed/ongoing at least two LMS implementation projects in the last three years.	Request to please modify the clause.	Request you to please modify the clause as follows: The Bidder/ consortium partner/OEM must have completed/ongoing at least two LMS implementation projects in the last three years.	Remains unchanged
85	2	7	2. Critical Information Point 10. Last date (deadline) for submission of Bids - 12-April-2016 up to 03:00 PM	Request for extension of deadline for submission of bids.	You are requested to extend the deadline for submission of response to this RFP by 3 weeks, till 03-05-2016. It is expected that a corrigendum would be released post the pre-bid meeting on 05-04-2016 requiring additional time for internal compliance and approvals and designing solutions as per the corrigendum.	Remains unchanged
86	4.3	10 (Point No. 2)	4.3 Key Outcomes expected through LMS	Learning path to be defined based on e-Governance Competency Framework (e-GCF).	We understand e-Governance competency framework will be shared by NeGD so that we can customize the workflow for assigning training.	Yes, NeGD will share the e-Gov competency framework with the sucessful bidder.
87	4.3	10 (Point No. 4)	4.3. Key Outcomes expected through LMS	The LMS would, at the minimum, be a one-stop shop for all kinds of content, related to Self-learning, Blended learning, etc. on e-Governance related topics, e-Reading material, PPTs, Assignments, Videos, Games, Quizzes, etc.	Can you specify the level of gamification expected from the learning platform? (ex. leaderboards, Learning Progress based rewards and points, badges, Awards, assessment games etc)	Gamification at advanced level. If it is a value addition to the defined scope of work
88	4.4	12 (S No. 4)	Roles and responsibilities of the different stakeholders	Provide options for both online as well as offline trainings & coordinate with Content Development Agency as required	In case of Offline Training, is this indicates that the participants will be able to access the contents offline and take the assessments offline? The test data and learning activities will be synced once they are online? Please specify the overall scope of online training.	Yes both offline as well as online are part of the scope of the work
89	4.5	15	Expectations from LMS	This LMS solution shall be implemented based on managed cloud based hosting model over a dedicated instance. The data shall reside in India premises, i.e No Data Center shall be clustered outside India.	Please specify whether this has to be Tier II or Tier III so that we can propose the application availability appropriately.	Minimum Tier III Cloud Services should be provided by the vendor . If the vendor proposes with Tier III Data Center the uptime certification by third party need to be submitted.

90	4.5.1 .1	18 (Point No. 2)	4.5.1. DI LMS Portal Features	There should be an integrated portal for access to Learning Materials, Threaded Discussion Groups, Online Notice Board, Synchronous Collaboration (Chat, Whiteboard), Arrangement / Personalization of the portal etc.	The scope indicates webinar, whiteboard and virtual classroom solution. Can we propose to integrate a single solution within LMS which acts one stop solution for whiteboard, virtual classroom and webinar requirement mentioned in the RFP?	Yes
91	4.5.2.1	19 (Point No. 2)	4.5.2. Training Management Module	The system should support management of all types of learning events, i.e., standard instructor-led courses, e-learning courses, seminars, workshops, conferences, webinars etc.	We would like to know the scope of managing workshops/conferences within LMS. Is this only to support program management of workshop by nominations, approval workflow, scheduling workshops, notifying participants, alerts, participant feedbacks, managing participation etc	Yes
92	4.5.2.1	19 (Point No. 2)	4.5.2. Training Management Module	The system should support management of all types of learning events, i.e., standard instructor-led courses, e-learning courses, seminars, workshops, conferences, webinars etc.	Does NEGD requires payment gateway in case of any fee payment for the workshops/conferences or this only to manage events for internal employess across organization.	No, NeGD does endorse any payment gateway
93	4.5.3.2	20 (Point No. 1)	4.5.2. Training Management Module	The portal should be mobile compliant?	Considering the overall usability and accessibility for mobile please indicated the standard mobile devices we should consider for this?	An app compatible for prominent mobile devices
94	4.5.3.1	20 (Point No. 3)	4.5.3. Content Management Module	The system should support customized delivery of content, i.e., it should be possible to select content adaptively based on a particular learner's/trainee's profile and level of learning already achieved including performance in tests.	Should LMS assign courses to the partcipants based on adaptive learning of the participants?	Yes, Already clarified
95	4.5.2.1	20 (Point No. 11)	4.5.2.1. Functional Requirements	LMS shall be intelligent enough to identify the proxy trainees and suggest remedies.	What type of Authentication should be provided by LMS to avoid proxy trainees?	LMS must have AI to distinguish between expert from a beginner/ intermediate
96	4.5.3.1	20 (Point No. 3)	4.5.3.1. Functional Requirements	The system should support customized delivery of content, i.e., it should be possible to select content adaptively based on a particular learner's/trainee's profile and level of learning already achieved including performance in tests.	Should the Adapative learning be incorporated in line with competency framework as well?	Yes, Already clarified
97	4.5.4.1	21 (Point No. 2)	4.5.4. Authoring Module	The Authoring Module should work with the drag and drop paradigm, i.e., it should be possible to create hierarchical course structures and lesson plans by dragging icons from the tool palette without having to do much typing.	Can we proposed and integrate standard authoring tools that fulfil the authoring module requirement mentioned in the RFP	Yes, the proposed LMS needs to have authoring module
98	4.5.6.1.6	24 (Point g)	4.5.6.1.6. Reporting	Provide for Training Budget tracking.	Will NeGD provide the various expense heads for various training infrastsucture/trainer cost and other logistics cost so that the system will be able to calculate the Training Budget	it is one of the expected feature of LMS to calculate the budget requirements.
99	4.5.6.2.2	25 (Point No. 1)	4.5.6.2.2. Integration with other systems	LMS should be integrated with other systems like KMS, PMS etc. The interoperability between LMS and KMS needs to be established when both systems are live.	What level of integration is required to integrate the KMS, PMS etc. with LMS

Will NeGD provide the required API's/webservices for integration of its exisiting system with LMS | Successful bidder in consultation with service providers of KMS, PMS etc evolve the integration level |
100	6.12	36	6.12. Earnest Money Deposit (EMD)	The EMD shall be submitted with the Technical Bid in a separately sealed envelope. Bids submitted without EMD will be rejected.	Technical bid will be submitted in two copies Original and First Copy. EMD will be submitted in Original Copy and should we submit the scanned copy of xerox copy of the EMD DD in First copy and in CD	Photocopy is sufficient
101	4.4	12 (S No. 4)	4.4. LMS Ecosystems and Stakeholders	Provide options for both online as well as offline trainings & coordinate with Content Development Agency as required	Please clarify on the division of responsibility between bidder and Content Development Agency	The division of responsibility as per the mutual consent between the LMS successful bidder and content development agency under the supervision of the NeGD.
102	4.4	12 (S No. 4)	4.4. LMS Ecosystems and Stakeholders	Provide customization as and when required	Our understanding is that customization budgeted is for a one-time activity and ongoing request will be managed through change requests	If the change request is within the scope of RFP, then it is not additional work for which accounting as a separate work is to be done.

103	4.5	18	4.5. Scope of Work	As per DeitY (Government of India) policy, preference shall be given Open Source Software (OSS), however, NeGD is open for both Closed Source Software (CSS) and Open Source Software (OSS). The Bidder shall provide justification of exclusion of OSS in their response as the case may be. NeGD will decide by comparing both OSS and CSS options with respect to capability, strategic control, scalability, security, life time costs and support requirements.	Bidder should be given flexibility to propose LMS product as per the functional requirment of RFP. However NeGD may please clarify in case there is a adittional weightage to open source technology.	Yes, the bidder can provide the additional features which carries considerable weightage in technical evaluation.
104	4.5.1.2	19 (Point No 1)	4.5.1.2. Technical Requirements	The Portal server should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris, iOS).	Does this mean that users should be able to access the portal from multiple OSes or that the web server/DB server should support multiple OSes. If it is the later, this is too broad - the vast variety of Linux distributions, Windows versions, etc. make this a very tall ask. In such case we request you to remove this requirement	Yes, first one only
105	4.5.2.1	20	4.5.2.1. Functional Requirements	LMS shall be intelligent enough to identify the proxy trainees and suggest remedies.	Please elaborate on what is meant by "proxy trainees"	The proposed LMS should have inbuilt capabilities to identify the "proxy trainees"
106	4.5.2.1	20	4.5.2.1. Functional Requirements	12) Online Webinars: There should be option for conducting online webinars for select trainings. Discussion Forums: There should be functionality for introduction and discussion over topics and contents related to trainings, feedbacks etc. 13) Virtual Classrooms: There should be option for conducting virtual classrooms, trainings etc. where participants can connect online and participate like a regular training program.	Online webinars and virtual classrooms are usually enabled through web conferencing platforms. Please suggest the expected maximum concurrency for web conferencing platform to account for licensing as well as to account for the right infrastructure for the same	One thousand Attendees at a time
107	4.5.3.2	20	4.5.3.2. Technical Requirements	The Content Delivery Server should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris, iOS)	This is too broad - the vast variety of Linux distributions, Windows versions, etc. make this a very tall ask. In such case we request you to remove this requirement	Already clarified
108	4.5.3.2	20	4.5.3.2. Technical Requirements	The Content Delivery Engine should provide integration with QTI compliant Assessment Engine. The student records and the SCORM database must be updated with the result of assessment coming from the Assessment Engine.	Do we need to provide a separate Assessment Engine and integrate it or can we provide a single solution that both delivers content and supports assessments	Provide separately
109	4.5.4	21	4.5.4. Authoring Module		The authoring tool is usually a separate tool from the LMS and most of the leading authoring tools are desktop based applications. How many authors do you anticipate for whom licenses of authoring tool need to be procured.	Already clarified
110	4.5.4.2	21	4.5.4.2. Technical Requirements	The Authoring Module should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris, iOS).	Since authoring tools are usually desktop based applications, Solaris and iOS do not apply - request you to remove reference to these two	Already clarified
111	4.5.5.2	21	4.5.5.2. Technical Requirements	The system should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris)	This is too broad - the vast variety of Linux distributions, Windows versions, etc. make this a very tall ask. In such case we request you to remove this requirement	Most users use a particular popular OS .However, as per GoI policy, Open Source Programmes and platforms are preferred.Therefore the solution will have to address this.
112	4.5.6.1.4	23	4.5.6.1.4. Communication	LMS shall be compatible for communication via mail as well as via SMS.	Is providing a Mail and Messaging solution or an SMS gateway also part of the scope of work of bidder or will this be provided by NeGD? Who would bear the ongoing costs of SMSes?	Bidder needs to calculate all the costings including the alerting services.
113	4.5.6.2.2	25	4.5.6.2.2. Integration with other systems	The interoperability between LMS and KMS needs to be established when both systems are live.	Please elaborate on what is meant by this point	Benchmarking needs to be evolved since LMS is the first system to be developed in the proposed eco system.

114	4.5.6.2.2	25	4.5.6.2.2. Integration with other systems	LMS shall integrate with social media and other NEGD collaboration portal for increased collaboration and sharing between the employees.	Please mention which social media sites integration is required. Also please mention the platform/solution that NEGD uses for its collaboration portal	prominent ones mobile OS/Devices.
115	4.5.6.2.5	25	4.5.6.2.5. Software licenses	The bidder should procure licenses for the LMS application, server, database and related infrastructure and hand over NeGD as required.	Please mention whether the LMS licenses required are perpetual licenses or term licenses	The LMS is envisaged to be used for at **least 5 years. Provision of licences is also one of the consideration for the technical evaluation**
116	5.2	30	5.2. Pre-Qualification Criteria	The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16)	As HPE, we are into delivery of training and capacity building services which includes services like Online training, digital learning, Online examination, content development, LMS etc. We request NeGD to consider all the above mentioned services for the trunover criteria.	Yes, only if it is a value addition without altering the existing scope of work
117	5.2	30	5.2. Pre-Qualification Criteria	The bidder must have completed/on-going at least two LMS implementation projects in the last 3 years.	Our understanding is that references can be provided for LMS implementations from across the world done by bidder. 2. We also request that the tenure should be 5 years instead of 3 years	Please Refer the Addendum issued by NeGD in this regard
118	5.2	30	5.2. Pre-Qualification Criteria		We request you to also add pre-qualifications around overall turnover, quality certifications possessed by bidder and experience of working on large engagements with Government of India 2. We recommend that the bidder should also possess trunover of more than INR 10 Cr for the each of the last 4 years from training related services	Please Refer the Addendum issued by NeGD in this regard
119	8.3	42	8.3. Technical Bid Evaluation	The Bidder must have completed/ongoing at least two LMS implementation projects in the last three years	Our understanding is that references can be provided for LMS implementations from across the world done by bidder. 2. We also request that the tenure should be 5 years instead of 3 years	Please Refer the Addendum issued by NeGD in this regard
120	8.3	42	8.3. Technical Bid Evaluation	No of Learners/trainees impacted by single LMS implementation. (Showcase a certificate with the number of learners/trainees for the implementation)	Over understanding is that this no. is for the LMS product being proposed for this project by bidder	Yes it is the minimum required for the assesment of proposed LMS solutions.
121	8.3	42	8.3. Technical Bid Evaluation	50000 --- 2 marks 50001 – 75000 ----3 marks 75001 - 100000 ----4 marks > 100000 ----5 marks	Request you to increase the baseline to 1.5 lakhs since that is the minimum expectation in this project. The maximum can be at 8 lakhs+ (again based on expectations in this project)	Remains unchanged
122	To be added		8.3. Technical Bid Evaluation		We request you to also add some quality and credibility related criteria for the LMS product proposed - such as that the LMS should feature in reputed 3rd party rankings such as Gartner's Magic quadrant for Talent Management Suite, TrainingIndustry.com's Top 20 Learning Portals list, etc. Similar clause has been incorporated in other large public sector RFP	Remains unchanged
123	10.11	53	SLA for Help Desk Services	100% calls to be resolved within 30 minutes	Request you to kindly give a graded response time as per severity level of request	Remains unchanged
124	11	59	11. Payment Terms	Quarterly payments of the Total amount of Opex and 20% Implementation Cost.	Is this payment quarterly in advance or quarterly in arrears	Remains unchanged
125	11	60	11. Payment Terms	The payment term shall be till Mar 2017	Since payment terms also include quarterly payments for opex line items, this also refers to the one year support. However, depending on the eventual date of bid submission, evaluation procedure and contracting process, this project may not kickoff before May 2017 - in such a case the one year project will end up extending beyond Mar 2017. Request you to change this date to months from project award instead of a hard date.	Remains unchanged

126	12	61	12. Extension of Contract	NeGD may extend the contract on pro-rata basis beyond March 2017, in case of any requirements.	There is contradiction with financial template where quote for subsequent years is asked (hence this would not be pro-rata)	Remains unchanged
127	12.2.1	61	12.2.1. Knowledge Transfer	• Have a minimum three (3) months overlap period of running the operations with the new bidder. • Three (3) months independent operations of LMS Solution by new bidder from last date of support of outgoing bidder.	Is this three months over and beyond the one year project duration or would this be part of the same?	As per 4.5.6. 2.5
128	Annexure-VI	77	Annexure-VI: Financial Proposal Covering Letter	LMS Operations – Opex (Till March 2017)	Since the implementation itself may take a few months, the LMS operations would be for less than a year - however most maintenance costs, AMC, etc. are annual in nature. How do we account for the same when the end date is March 2017 irrespective. Please give your thoughts	Already clarified
129	Annexure-VI	79	Annexure-VI: Financial Proposal Covering Letter	Additional License Cost (INR) - Inclusive of all taxes & levies	Do we need to provide a lumpsum costs or a cost per license for each band?	Lump sum cost for each band to be provided
130	11	58	11. Payment Terms	NEGD will release the payment after receiving the invoice on completion of the phase / period to the satisfaction of NEGD. After deduction of any charges such as penalties as per "SERVICE LEVEL AGREEMENT" etc. Payments will be made to the vendor sixty (60) days after submission of invoice agreed as per NeGD norms. No advance payments will be made. Further, it may be noted that the mentioned criteria is only for the purpose of effecting agreed price payment. The selected Bidder shall cover the entire scope including deliverables mentioned in the RFP. The payments to the LMS Vendor will be made quarterly at the end of each quarter on acceptance of the invoice by the NeGD. After acceptance of the invoice along with the supporting documents as per the checklist (to be provided by NeGD), the invoice would be processed for release of payment within 30 days after due verification of the invoice & other supporting documents by NeGD.	Supplier requests to change the payment terms clause as per below "NEGD will release the payment after receiving the invoice on completion of the phase / period to the satisfaction of NEGD. After deduction of any charges such as penalties as per "SERVICE LEVEL AGREEMENT" etc. Payments will be made to the vendor thirty (30) days from the date of invoice . No advance payments will be made. Further, it may be noted that the mentioned criteria is only for the purpose of effecting agreed price payment. The selected Bidder shall cover the entire scope including deliverables mentioned in the RFP." Bidder request to include below language on tax "Any changes to the applicable tax rates or introduction of new taxes by statutory authorities post the submission of prices will be borne by customer"	Remains unchanged
131	11	59	11 Payment Terms (4) (for implementation phase)	Payment terms as per RFP: 1) Team Mobilization, Preparation of Project Plan, Kick-off meeting - 10% of Implementation Cost against the submission of Performance Bank Guarantee. 2)Implementation, configuration of Learning Management Solution (Application and related infrastructure components) - 20 % of Implementation Cost 3)Acceptance of LMS Solution - 20 % of Implementation Cost 4) Go- Live of Integrated Learning Management Solution - 10 % of Implementation Cost 5) 6 Months of Successful operations after Go- Live of Learning Management - 20% of Implementation Cost 6) LMS Managed Services - Quarterly payments of the Total amount of Opex and 20% Implementation Cost	Supplier requests to change the payment terms as below 1) Team Mobilization, Preparation of Project Plan, Kick-off meeting - 10% of Implementation Cost against the submission of Performance Bank Guarantee. 2)Implementation, configuration of Learning Management Solution (Application and related infrastructure components) - 30 % of Implementation Cost 3)Acceptance of LMS Solution - 30 % of Implementation Cost 4) Go- Live of Integrated Learning Management Solution - 30 % of Implementation Cost	Remains unchanged

132	11	60	11 Payment Terms (4)	For any delay in completion of any of the above deliverables beyond Mar' 2017, a 10% penalty of total project cost would be levied for completion of the deliverable beyond that timeframe as agreed during the project plan submitted by the bidder.	Supplier requests to remove the statement in RFP, as this has been already covered under SLA and LD section	Remains unchanged
133	10.11	53	10.11 SLA and Operational Penalties (SLAs for the Implementation Phase)	5) Liquidated damages is capped to a total of 10% of the total bid value.	Supplier request to change the LD capping as below "Liquidated damages are capped to a total of 10% of the total implementation value." Supplier further requests to cap the SLA penalties for Operations phase to 5% of quarterly support phase cost Supplier further requests to cap the SLA penalties for Help Desk Services to 5% of quarterly support phase cost	Remains unchanged
134	6.12	54	6.12 EMD	The EMD may be forfeited - During the Bid Process, if any information is found to be wrong/ manipulated/ hidden in the Bid	Please clarify that in such case, the Bidder will be provided complete opportunity to first clarify upon any details that may be understood as wrong/manipulated or hidden. Further, Clause 7.4 talks of finalization of the Servie Agreement and instance of NEGD being unable to finalize the agreement upon negotiation. Given such a scenario, please confirm that such instance will not lead to the EMD forfeiture.	Remains unchanged
135	9.2	36	9.2 Signing of Contract	Within fifteen (15) days of receipt of the Work Order, the successful Bidder shall sign the agreement with NeGD.	Please confirm that the 15 day time line commences from the date of finalization of the Agreement after negotiations/discussion as per clause 7.4	Remains unchanged
136	9.3	44	9.3 Performance Bank Guarantee	The Performance Bank Guarantee shall be returned to the Bidder only on completion of all work satisfactorily by Mar, 2017. In case Bidder fails to perform the obligation as per the agreement, the Performance Guarantee will be evoked by NeGD.In the event of the Bidder being unable to service the contract for whatever reason, NeGD would evoke the PBG. NeGD shall notify the Bidder in writing of the exercise of its right to receive such compensation within thirty (30) days, indicating the contractual obligation(s) for which the Bidder is in default. NeGD shall also be entitled to make recoveries from the Bidder's Bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.	Please revise to state that PBG shall invoked only in case of an event of termination as per the agreement arising from uncured material breaches by the Bidder upon provision of 30 day cure period to remedy such breaches. Please also delete the last para as it does not deal with PBG invocation.	Remains unchanged
137	46	45	9.5 Failure to Agree with the Terms of the RFP 9.6 Agreement	Failure of the Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Award of Contract, in which event the contract may be awarded to the next most responsive Bidder NeGD shall execute an Agreement for Award of Contract with the Bidder as per the Terms and Conditions of the RFP	Please confirm that the failure to arrive at a mutually agreeable contract upon negotiations shall not be treated as a failure solely on behalf of the Bidder. There is conflict between 7.4 and 9.6 as it is expected that the Agreement will be as per terms to be mutually agreed between the Parties and not solely as per the terms of the RFP.	Remains unchanged

138	9.7	46	9.7 Indemnity	Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract.	Please revise to state as below: The indemnity shall be limited to instances of: (i) 3rd party claims arising out of IPR infringement associated with the Bidder's products and services provided; (ii) claims or damages arising out to wilful default of gross negligence on behalf of the Bidder. Further, the process of settling indemnification claims shall be as mutually agreed in the agreement to be signed.	Remains unchanged	
139	10.6	46	10.6 Termination/ Withdrawal	Without prejudice to any other right or remedy it may have, NeGD reserves the rights to terminate this Agreement at any time by giving three months advance notice in writing to the other party in following circumstances.

If the bidder does not execute the contract to the satisfaction of the NeGD then NeGD may Levy Penalties for Delay | It is requested to revise and state that the 3 month period shall not be a mere notice, but shall be a cure period provided to the Bidder to remedy such defaults and the termination shall be employed only when the Bidder has failed to remedy such breaches/instances.

Any temination shall apply only upon exhaustion of the cap on penalties as agreed in the Contract. The Parties shall agree upon the specific penalties and the caps applicable and agreed. | Remains unchanged | |
| 140 | 12.2.6 | 51 | 12.2.6 Exit Management | 10. In case of exit due to termination prior to expiry of the agreement for any reason whatsoever, the bidder shall pay liquidated damages to NeGD to compensate for the various losses and reputation due to the delay. In such circumstances NeGD shall not make any further payments and shall recover all amount paid to the bidder after levying ten (10) % interest. | It is requested to revise on the following lines: - In case the exit due to termination for reasons of failure by the Bidder to fulfil their contractual obligations that have not been remedied within the cure period, NEGD shall be entitled to seek damages pertaining to such failure by the Bidder in non-fulfilment of the Contractual requirements. - Bidder shall be entitled to payment for all work done as per the Contract until the effective date of termination and - no recovery of such paid amounts shall be applicable

The exact process of Exit Management shall be implemented as per the directions of the Dispute Resolution Mechanism | Remains unchanged | |
| 141 | To be added | 63 | NEW | Limitation of Liability | To the extent allowed under Indian laws, the Aggregate Liability of either party under the contract, torts or any other legal theory for all claims, loss, damages, breach, etc shall in no event exceed the annual purchase order value/annual value under this contract.

Both parties agree that neither party shall be liable for any indirect, remote, consequential loss or damages including but not limited to loss of profit, loss of anticipated earning, loss of data, revenues, goodwill, or business value whether or not that party was aware or should have been aware of the possibility of such costs, expenses or damages. | Remains unchanged | |
| 142 | 5.2 | 30 | 5.2. Pre-Qualification Criteria

The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16) | Certificate from Chartered Accountant citing the revenue/ turnover from eLearning and LMS Projects for each of the last three financial years | We request you to please consider the Bidder's experience in implementation of IT Projects in Govt Depts/PSUs/ Educational Institutions in India during last 5 Financial Years. | Please Refer the Addendum issued by NeGD in this regard | |

143	5.2	30	5.2. Pre-Qualification Criteria The bidder must have completed/on-going at least two LMS implementation projects in the last 3 years.	Completion certificates from the client; or Work Order+ self Certificate of completion (Certified by Statutory Auditor); or Work order+ Phase completion certificate from the client	ICT projects & implementation can be considered	Please Refer the Addendum issued by NeGD in this regard
144			Details of Company Profile, strength and Expertise in LMS Implementation	1. Company Background, history and why the proposer is qualified to provide the services described in this RFP 2. A description of firm's structure, including resumes of the principals, project manager and professional staff (qualifications, expertise, level of involvement, ect) who would work directly with NeGD/ States	ICT projects & implementation can be considered	Remains unchanged
145	5.2	30	The bidder should have annual revenue / turnover of minimum Rs. 1.5 Crores from eLearning and LMS Projects for each of the last four financial years (FY 2012-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial Statements in case of 2015-16)	Break through technologies are being developed with significant investments and companies may not have recovered the same during their limited time of operation		Please Refer the Addendum issued by NeGD in this regard
146	5.2	30	The bidder should have annual revenue/ turnover of minimum Rs. 1.5 crore from eLearning and LMS projects for each of the last four financial years (FY 2013-13, 2013-14, 2014-15, 2015-16) (Unaudited Financial statements in case of 2015-16)	We believe past financila track record has little significance and actual technology innovations in adding value to the proposed network should be the key. As we have seen how disruptive new technologies like Uber, Airbnb etc have broken legacy cartels. We thus request newer players should be provided a level playing field and allowed to participate.		Please Refer the Addendum issued by NeGD in this regard
147	5.1	30	The RFP can be responded by Consultancy Agencies, eLearning/Talent Management/LMS vendors etc. Categories of organizations can be govt, semi-govt and private organizations with at least three years of experience in the said categories	As the scope of the tender is large and complex we request that consortiums should be allowed to bid for setting up the network		Consortiums are not permitted as per the Govt. Guidelines