

TATA Interactive

Sr.	Section No.	Clause No.	Reference/Subject	Clarification Sought	NeGD's Response
1	4	4.1	General Information	This clause mentions that Consortium bidding is not allowed. However, we wanted to check whether Sub-contracting will be allowed? We generally subcontract non-core activities to our subcontractors.	NeGD does not allow consortium and NeGD will not have any direct interaction with any subcontractor.
2			Annexure 6	Non-Disclosure Agreement (NDA), When and how the NDA has to be submitted	The NDA is to be signed and submitted by the bidder at the time of signing the agreement after the empanment.
3	2	2.2	Objective and Scope	What is the primary objective of using an LCMS Software as part of Capacity Building Scheme Phase 2?	Primary objective of LCMS is Flexibility to Learners to promote "anywhere and anytime" learning.
4	2	2.2	Objective and Scope	Is it a mandatory requirement that the content delivery and management agency uses an LCMS (Content Management System) software for all content creation and management activities?	No
5	2	2.2	Objective and Scope	Would the LCMS be made accessible to every content provider for creating and managing their content under this initiative?	Presently not, but may be once NeGD's LMS is in place.
6	2	2.2	Objective and Scope	Our understanding is that a Learning Management System (LMS) is an integral requirement under this initiative. Kindly confirm this understanding.	No.
7	2	2.2	Objective and Scope	Do we need to demonstrate experience using an LCMS software for content development and management as part of the pre-qualification criteria? Would no experience with LCMS lead to disqualification?	No, but an added advantage.
8	2	2.2	Objective and Scope	How many courses need to be revised in all?	Putting an exact number is difficult at the moment as there are around 8 to 10 training programs and approximately 20 to 30 modules
9	2	2.2	Objective and Scope	What are the subjects or training areas that these courses deal with?	Clarified
10	2	2.2	Objective and Scope	At what state of readiness is the content for these courses?	Existing traing courses have been used for few years and hence absolutely ready. Might only require up gradation or addition etc. Some in paper format, some in PPT, etc.

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11	2	2.2	Objective and Scope	How will these courses be accessed by learners? E.g. laptop, PC, mobiles, tablets etc.	The format for the modules should be mobile friendly, flexible, should have animation PPTs, classroom format etc. Downloadable or interactive: The RFE shall consist of the division between downloadable and interactive content. The bidders shall provide the access control model for the downloadable content
12	2	2.2	Objective and Scope	Please give us some details about the target audience using these courses. Will the target audience for all these courses remain the same?	Target audience is all Government officials at different level. Target audience for all these courses may differ from course to course.
13	2	2.2	Objective and Scope	Describe the environment in which the target audience will go through the program. - follow-up with labs, practicals, workshops etc.	It could be Workshops, follow-up with labs, practicals etc.
14	2	2.2	Objective and Scope	Is any translation required? Or will the medium of instruction only be English.	The current need is in English only. However in future there might be requirement of developing the same contents in Hindi or other regional languages.
15	2	2.2	Objective and Scope	Will all courses only include VILT, eLearning, or would some courses include classroom learning as well.	It could be mix of all these.
16	2	2.2	Objective and Scope	What level of interactivity would you like to see in the courses? WBT - Level 1, Level 2 or Level 3	It could be at different levels, i.e. Level 1, Level 2 or Level 3.
17	2	2.2	Objective and Scope	Do you have a preference for any learning formats? a. Story / Scenario-based b. Simulation - Conversational, Day-in-the-Life c. Serious Game d. System / Enterprise Application Training e. Micro Learning / Learning Nugget f. Infographic / Job Aids g. Microsite / Portal h. ILT / vILT i. Blended	No preference, instead it could be mix of all these formats.
18	2	2.2	Objective and Scope	What is the total notional learning time of the courses?	The empanelled training agencies should suggest for the learning times for various courses.
19	2	2.2	Objective and Scope	Will NeGD subject matter experts be available to us for course design and development?	Presently, NeGD does not have any SMEs of its own, The empanelled training agencies should help with their own SMEs. However, in near future, NeGD may have its own SMEs.

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20	8	8.16	Terms and conditions for Agreement	We need clarify on the terms and conditions mentioned for the payment process	This shall be clarified in detail at time of Request for Financial Quotes for different works.
21	7	7.1	Penalties	We usually do not engage in penalty terms with our clients, instead we suggested to mutually come to a consensus for this.	Penalty clauses have been added just to act as a deterrent for the bidders, not to demote them but to promote the delivery of each phase punctually.

HP Enterprize

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1	SECTION III	3.2 Pre-Qualification Criteria	The bidder's total turnover in India should be more than Rs.5 Crores in each of the last three years viz. 2012-13, 2013-14 and 2014-15. (Not applicable for Central & State Govt. Institutes)	<p>The Bidder Submits that Content Creation is part of most of large eGov projects and there neither in RFP nor in contract, content creation is mentioned as line item in financial bid. So sharing a contract or self certification on the monetary value of content management consultancy is not available. So bidder request below:</p> <p>the Bidder's total turnover from Central/State/PSU Projects should be more than 50 Crores in each of the last three years viz. 2012-13, 2013-14 & 2014-15 (not applicable for Central & State Got Institutes) where Consulting on Content Management was part of the scope</p>	Considered and changed as "The bidder's total turnover in India should be either more than Rs. 2 Crores exclusively from Content Development Services OR more than Rs. 5 Crores from IT Consulting Services, in each of the last three years viz. 2012-13, 2013-14 and 2014-15. (Not applicable for Central & State Govt. Institutes)"
2	SECTION III	3.2 Pre-Qualification Criteria - Documents required	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Request you to kindly amend the criteria as below : For any of the three years, where Work is yet to be completed, documents should be provided establishing that "work is under progress".	No, can not be changed.
3	SECTION III	3.2 Pre-Qualification Criteria	The bidder should have successfully completed at least 2 projects of similar nature as per scope of work, of value more than Rs. 50 Lakhs in the last 3 years viz. 2012-13, 2013-14 and 2014-15.	Request you to kindly amend the criteria as below : The bidder should have successfully completed at least 2 projects at Central/State Got/ PSU of similar nature as per scope of work the last 3 years viz. 2012-13, 2013-14 and 2014-15.	No, can not be changed.
4	SECTION III	3.2 Pre-Qualification Criteria - Documents required	Completion Certificates from the clients; OR ☑ Work Orders + Self Certificates of Completion (Certified by the Statutory Auditor); OR	Request you to kindly amend the pre-qual criteria as below : Completion Certificates from the clients; OR ☑ Work Orders + Self Certificates of Completion (Certified by the Statutory Auditor); OR If Work is yet to be completed, documents should be provided establishing that "work is under progress."	Considered and changed as "Completion Certificates from the clients; OR Work Orders + Self Certificates of Completion along with proof of completion of some Milestones worth atleast Rs. 50 Lakh each project - Bills/ Invoices (Certified by the Statutory Auditor)"

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5	Annexure - 5	Turnover	Average turnover of the organization relating to content management for the last three years (5 marks for turnover equal to 5 crores and additional 1 mark for every increment of 2 crores turnover, subject to maximum of 10 marks)	Bidder submit that kindly replace the 'content management' phrase to 'IT services'	Considered and changed as "Average turnover of the organization relating to Content Development only for the last three years viz. 2012-13, 2013-14 and 2014-15 (5 marks for turnover from Content Development equal to 2 crores and additional 1 mark for every increment of 1 crores turnover from Content Development, subject to maximum of 10 marks) OR Average turnover of the organization relating to IT Consultancy Services for the last three years viz. 2012-13, 2013-14 and 2014-15 (5 marks for turnover from IT Consultancy Services equal to 5 crores and additional 1 mark for every increment of 5 crores turnover from IT Consultancy Services, subject to maximum of 10 marks)" (In case of Central & State Govt. Institutes, scoring will be done from 90 marks only)"
6	Annexure - 5	Relevant Past Experience	Experience relevant to this engagement as per the scope to be demonstrated for each project with a value of more than Rs. 50 Lakh each Equal to or more than 6 projects : 20 marks 4 projects : 15 marks 2 projects : 10 marks	Bidder submit that kindly the remove the monetary value from the evaluation criteria and keep it for no. of project only.	No, can not be changed.
7	Section III: Eligibility Criteria	3.3 (a)(ii)	in case of a successful bidder, the bidder fails to sign the contract in accordance with his RFE	Bidder submits that the General Terms and conditions provided in Section VIII do not provide for the exhaustive set of clauses required for an Agreement. It is requested to confirm that the entire agreement shall be subject to finalization as per discussion and mutual confirmation of both Parties.	No, can not be changed.

Sl. No.	Section	Clause No. &	Clause Description	Clarification	NeGD's Response
8	SECTION VII: GENERAL CONDITIONS	7.1 Penalties	<p>i) In case of unjustified and unacceptable delay in execution of the assigned work by the agency, NeGD may impose a penalty of 1.0% of the project value per week or part thereof of delay (subject to the maximum limit of 10% of the project value) to recover such penalty.</p> <p>ii) In case the delay is unusually very long and not acceptable to NeGD then NeGD will have an option to cancel the order and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work. In such a Scenario NeGD will have the right to en-cash the PBG, if any.</p> <p>iii) In case any of the services performed by the appointed Agency fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NeGD), negligent (such as quality of deliverables not up to the mark), non supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency and NeGD decides to abort the contract because of such failure, then NeGD may en-cash the PBG, if any.</p>	<p>It is requested to revise the penalty calculations to 0.5% of the undelivered/delayed deliverables per week and subject to a maximum of 5% of the value of the undelivered/delayed portion of deliverables.</p> <p>Bidder submits that the words "unjustified and unacceptable delay", "unusually very long and not acceptable to NeGD" and "indifferent (such as inadequate interactions with NeGD), negligent (such as quality of deliverables not up to the mark), non supportive attitude (such as non-engagement of adequate resources in the prescribed time frame)" are ambiguous and hence request the penalty imposition shall be based on certain defined metrics only.</p> <p>It is accordingly requested that a termination may be initiated only if the maximum limit of the penalties is breached.</p>	No, can not be changed.

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9	SECTION VII: GENERAL CONDITIONS	7.2 Performance Bank Guarantee (PBG)	The successful agencies, at the time of signing a contract for any assigned work, shall deposit with NeGD, at its own expense, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 10% of the total work order value from a scheduled bank with lien marked to Media Lab Asia-NEGD, New Delhi. The PBG for the due performance and fulfilment of the agreement should be valid beyond three months of the period of empanelment or completion of the assigned work, whoever is later.	It is submitted that since the assignment works under this empanelment agreement vary from Order to Order, it is requested to link the validity of the PBG only to the particular work order and accordingly to limit the PBG validity till the date of completion of works under the particular Work Order.	Considered. Validity of PBG shall be 3 months after completion of the work under the particular work order
10	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	General	The agencies selected for empanelment will have to sign an agreement with NeGD with the following terms and conditions.	Bidder submits that the General Terms and conditions provided in this section do not provide for the exhaustive set of clauses required for an Agreement. It is requested to confirm that the entire agreement shall be subject to finalization as per discussion and mutual confirmation of both Parties.	No, can not be changed.
11	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.6 Period of Empanelment	NeGD shall empanel agencies for two years. The empanelment duration may be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.	Bidder submits that NeGD shall give the Bidder at least a notice of 90 days if the empanelment is decided to be curtailed for no reason.	Accepted

Sl. No.	Section	Clause No. &	Clause Description	Clarification	NeGD's Response
12	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.7 Indemnity 8.12 Agency's Obligations	<p>The selected Agencies will indemnify NEGD against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/hardware/ manpower etc. and related services or any part thereof. NEGD stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NEGD also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.</p> <p>b) The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.</p>	<p>It is requested to revise the clause as below: "The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement;</p> <p>brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation.</p> <p>The indemnification by Indemnifying Party shall be subject to Indemnified Party i) notifying the Indemnifying Party promptly in writing of the claim in respect of which the indemnity applies in order to allow the Indemnifying Party the opportunity to investigate and defend the matter; ii) Indemnified Party shall take reasonable effort to mitigate the loss to Bidder; iii) neither party shall be liable for losses attributable to other Party. Bidder shall be liable only to the extent of actual losses suffered by Indemnified</p>	No, can not be changed.

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13	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.8 Termination / Withdrawal	<p>b) If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.</p> <p>i) Forfeit the Performance Guarantee Amount</p> <p>ii) Terminate the contract without any liability of NeGD towards the empanelled agency.</p>	<p>Bidder submits that the words "to the satisfaction of the NeGD" shall be replaced with "as per the scope of the empanelment agreement/ relevant work order".</p> <p>We further submit that the empanelment shall be terminated only for material breaches and after exhausting the Maximum penalty imposition applicable for delays.</p> <p>NeGD shall also allow a cure period of 30 days before opting for terminating the empanelment.</p> <p>In the event of termination, NeGD shall compensate the Bidder for the services and products delivered up to the effective date of termination. Bidder further submits for addition of the following sub-clause "Bidder will have right to terminate the contract where there is delay in payment of the invoices by more than 30 days from the date the invoices becomes due after giving a notice of 30 days".</p> <p>Bidder also submits that the payments for the invoices shall be made within 30 days from the Date of Bidders Invoice</p>	The statement shall be changed from "to the satisfaction" to "As per scope"
14	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.10 Binding Clause	All decisions taken by the NeGD regarding this contract shall be final and binding on all concerned parties.	Bidder submits that post the commercial submission, if there is any decision taken by NeGD which has a commercial impact, bidder shall be given an opportunity to submit the revised commercials	NeGD will not make any decision after the commercial bids are submitted that may have a commercial impact on the bidder.

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15	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.15 Intellectual Property Rights	<p>NEGD shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the content delivery and management agency during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NEGD and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NEGD.</p>	<p>No transfer of ownership of any intellectual property will occur under this Agreement. NEGD grants Bidder a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Bidder and its designees to perform the ordered services. If deliverables are created by Bidder specifically for NEGD and identified as such in Supporting Material, Bidder hereby grants NEGD a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.</p> <p>Bidder shall retain ownership of:</p> <p>a. all pre-existing Bidder Intellectual Property Rights ("IPR") and;</p> <p>b. all IPR in Materials and Reports etc. developed during the course of the agreement and remain therefore able to re-use any copyrightable or patentable elements of the Materials and Report in future engagements.</p>	Any material developed with the cost of NeGD shall be the sole property of NeGD
16	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.16 Payment Process	<p>i) A pre-receipted bill, along with certificate of satisfactory performance from Director (CB) will have to be submitted.</p> <p>ii) Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or RFE conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.</p>	<p>Bidder requests for deletion of the words "satisfactory performance" with the words "Milestone Acceptance" in Sub-clause (i) and we further submit that there shall not be any deductions except for Liquidated Damages or SLA Penalty which we request to be shared with the Bidders in advance</p>	No, can not be changed.

SI. No.	Section	Clause No. &	Clause Description	Clarification	NeGD's Response
17	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.17 Force Majeure	<p>If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the</p>	<p>Bidder submits that resumption of delivery shall be mutual discussed and agreed upon. We further submits that where the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the either party may at his option, terminate the contract.</p>	<p>No, can not be changed.</p>
18	SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT	8.18 Arbitration	<p>The Authority to appoint the arbitrator(s) shall be the President & CEO of National e-Governance Division.</p>	<p>It is requested to revise and state that the arbitrator shall be appointed by mutual agreement t of both Parties.</p>	<p>No change accepted.</p>

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19	ANNEXURE 1	DECLARATION (ON THE LETTER HEAD)	6. I have read & understood the RFE and agree to all the terms & conditions stated therein.	Bidder requests for deletion of clause 6 of Annexure 1	No, can not be deleted
20	NEW CLAUSE	Limitation of Liability	NEW CLAUSE	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. 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. The limitations set forth above will not apply to 3rd Party claims of IPR infringement.	Not Accepted
21	NEW CLAUSE	Payment Milestone		Bidder requests for sharing of the Payment Milestone payments for the scope of work	This shall be clarified in detail at time of Request for Financial Quotes for different works.

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22	SECTION III	3.2 Pre-Qualification Criteria	The bidder's total turnover in India should be more than Rs.5 Crores in each of the last three years viz. 2012-13, 2013-14 and 2014-15. (Not applicable for Central & State Govt. Institutes)	<p>The Bidder Submits that Content Creation is part of most of large eGov projects and there neither in RFP nor in contract, content creation is mentioned as line item in financial bid. So sharing a contract or self certification on the monetary value of content management consultancy is not available. So bidder request below:</p> <p>the Bidder's total turnover from Central/State/PSU Projects should be more than 50 Crores in each of the last three years viz. 2012-13, 2013-14 & 2014-15 (not applicable for Central & State Got Institutes) where Consulting on Content Management was part of the scope</p>	Already clarified above
23	SECTION III	3.2 Pre-Qualification Criteria - Documents required	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Request you to kindly amend the criteria as below : For any of the three years, where Work is yet to be completed, documents should be provided establishing that "work is under progress".	Already clarified above
24	SECTION III	3.2 Pre-Qualification Criteria	The bidder should have successfully completed at least 2 projects of similar nature as per scope of work, of value more than Rs. 50 Lakhs each in the last 3 years viz. 2012-13, 2013-14 and 2014-15.	Request you to kindly amend the criteria as below : The bidder should have successfully completed at least 2 projects at Central/State Got/ PSU of similar nature as per scope of work the last 3 years viz. 2012-13, 2013-14 and 2014-15.	Already clarified above
25	SECTION III	3.2 Pre-Qualification Criteria - Documents required	Completion Certificates from the clients; OR <input type="checkbox"/> Work Orders + Self Certificates of Completion (Certified by the Statutory Auditor); OR	Request you to kindly amend the pre-qual criteria as below : Completion Certificates from the clients; OR <input type="checkbox"/> Work Orders + Self Certificates of Completion (Certified by the Statutory Auditor); OR If Work is yet to be completed, documents should be provided establishing that "work is under progress."	Already clarified above

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26	Annexure - 5	Turnover	Average turnover of the organization relating to content management for the last three years (5 marks for turnover equal to 5 crores and additional 1 mark for every increment of 2 crores turnover, subject to maximum of 10 marks)	Bidder submit that kindly replace the 'content management' phrase to 'IT services'	Already clarified above
27	Annexure - 5	Relevant Past Experience	Experience relevant to this engagement as per the scope to be demonstrated for each project with a value of more than Rs. 50 Lakh each Equal to or more than 6 projects : 20 marks 4 projects : 15 marks 2 projects : 10 marks	Bidder submit that kindly the remove the monetary value from the evaluation criteria and keep it for no. of project only.	Already clarified above

IIPA

S No.	Query	NeGD's Response
1	Will there be categories of empanelled agencies for the development of content.	After the empanelment, NeGD may/may not categorize empanelled agencies as per different type of contents to be development
2	Like the EMD, will there be a PBG relaxation for IIPA?	No, PBG hasn't been waived off for any one.
3	Since IIPA is bidding for empanelment as a Training Partner and Content Developer, will there be a situation of Conflict of Interest in case the organisation wins both cases. If yes, will the agency have the liberty to chose one, either as Training Partner or as Content Developer?	Yes, in this case there will be a Conflict of Interest as per the conditions stipulated in the RFE. Yes, the agency will have the liberty to chose one, either as Training Partner or as Content Developer.

PWC

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1		Last date for submission of RFE	The RFE clarifications (if any) would be released by NeGD on 27th November. Post 27th only 7 working days have been provided for the preparation and submission of proposal. It is suggested to please extend the bid submission time till 11th December	Already clarified in the queries of other bidders
2	Section I - Background, Clause 1.3	i. A Training Management System (TMS) to track and notify training requirements. ii. A Content Management System (CMS) to admit content providers a structured Content Creation Mechanism iii. A Digital Library to archive e-books, documents, periodicals, etc. iv. An assessment server to conduct tests (both self assessments as well as certification)	It is requested to please clarify, if all the mentioned systems are required to be developed and implemented by the selected agency, empaneled through this RFE.	Already clarified in the queries of other bidders
3	Section II - 2.1 Objective and Scope	The empanelment will be initially for a period of two years, which can be extended after performance evaluation for a period as determined by NeGD	What are the indicative criteria for assessing the performance of empaneled agency for the extension of empanelment with NeGD	Already clarified in the queries of other bidders
4	Section III: Eligibility Criteria, 3.2 Pre-qualification criteria	Basic Requirement: Annual Turnover in Consulting on Content Management	It is suggested that Annual turnover may be kept as general allowing more participation for this opportunity. We understand that NeGD is envisioning to allow participation from competent and financially capable agencies, thus such modification in the clause will essentially help in meeting the aforesaid objective. Proposed clause for consideration is " Annual turnover from consulting in India should be more than Rs.5 Crores in each of the last three years viz. 2012-13, 2013-14 and 2014-15. (Not applicable for Central & State Govt. Institutes)"	Already clarified in the queries of other bidders

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5	Section III: Eligibility Criteria, 3.2 Pre- qualification criteria	Basic Requirement: Technical Capability	Such projects are large projects and span across a lifecycle of at least 5 years. Hence it is proposed that bidders should be allowed to submit experience credentials from last 5 years instead of last 3 years.	Already clarified in the queries of other bidders
6	Section IV: General Information, 4.10 Consortium	Consortium is not allowed	The project involves activities ranging from content rebuilding, training, to development of IT systems for providing effective support mechanism. In order to provide services of agencies having expertise in each of the major areas as desired by RFE, it is proposed to allow Consortium. However, for NeGD prime bidder will be responsible for	Already clarified in the queries of other bidders
7	Section VIII, Terms and Conditions of Agreement, Clause 8.7.8.15(ii)	Indemnity	The RFE sought multiple indemnities from the agency. It is proposed that indemnity clauses may be made strengthen by stating that any indemnity amounts will be subject to final determination by a competent court/arbitrator.	Already clarified in the queries of other bidders
8	Section VIII, Terms and Conditions of Agreement, Clause 8.5 and 8.14	Confidentiality	We suggest to please strengthen the clauses by stating that confidentiality obligations under the contract will not apply to information already in the public domain or available to agency independently of this contract. Further clause should mention to exclude exceptions in cases of compelled disclosure and survival.	No, can not be changed.
9	Section VII, General Conditions, Clause 7.1	Liquidated Damages/Penalties	We propose that LD should be imposed if solely attributable to agency and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question. Accordingly the concerned clauses may please be amended	Already clarified in the queries of other bidders
10	Section VIII, Terms and Condition of Agreement, Clause 8.15	IPR/Ownership	We proposed to strengthen the clause by stating that client will own the deliverable and its rights upon its final payment to the agency. However, agency will continue to retain its rights in the materials they bring in under the	Already clarified in the queries of other bidders

S No.	Clause No.	Reference/Subject	Clarification Sought	NeGD's Response
11	Section VIII, Terms and Conditions of Agreement,	Client Citation	It is requested to please clarify that the agency may refer to the engagement for client citation purposes. However agency will not disclose client's confidential information	Already clarified in the queries of other bidders
12	Section VIII, Terms and Conditions of Agreement, Clause 8.13	Conflict of Interest	It is requested to clarify that by executing this engagement or in process of its execution, agency can undertake other such engagements with other client's or affiliates whilst not disclosing any confidential information of client.	Already clarified in the queries of other bidders
13	Section VIII, Terms and Conditions of Agreement, Clause 8.8	Termination	It is suggested that concerned clause may be amended to allow either party to terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Upon termination agency shall be paid for the work done till date of termination or effort put-in for the completion of next	No, can not be changed.
14	Section VIII, Terms and Conditions of Agreement,	Arbitration	We propose that Arbitration would be carried out mutually in the interest of equity.	Already clarified in the queries of other bidders
15	New Clause	Limitation of Liability	The RFE is silent on liability limitation for selected agency. It is proposed that agency's total liability under this engagement shall not exceed one times of the total fees paid to them (one time of the total contract value). Also, agency would not be liable for any indirect/consequential losses of any nature whatsoever. We suggest that liability conditions as proposed above, may be made part of the	Already clarified in the queries of other bidders
16	Annexure 6, Non-Disclosure Agreement	Confidential Information	Subject to confidentiality restrictions, it is proposed that agency should be given a one-time approval to refer to this engagement for client citation purposes.	Already clarified in the queries of other bidders

S No.	Clause No.	Reference/Subject	Clarification Sought	NeGD's Response
17	Annexure 6, Non-Disclosure Agreement	Survival	It is proposed that outer boundary for the survival of confidentiality obligations is kept to be 18 months post termination/expiry of the agreement.	Already clarified in the queries of other bidders
18	Annexure 6, Non-Disclosure Agreement	Return Obligations	While agency should return hard copies of confidential information made available by client and/or delete or make reasonably inaccessible any electronic copies thereof - however agency need to retain their internal working papers and central IT archives as per their organizational data policies. It is requested that appropriate amendments may be made in the NDA.	Already clarified in the queries of other bidders
19	Annexure 6, Non-Disclosure Agreement	Certification of Return/Destruction	It is suggested to drop the certification requirement for return/ destruction of documents and let it be as part of the contractual obligation.	Already clarified in the queries of other bidders
20	Annexure 6, Non-Disclosure Agreement	Ownership	It is proposed that agency should continue to retain sole rights of its intellectual property content (including, tools, working papers, methodology, templates and the like) and intellectual property content which is relied by agency and brought in by them to this engagement and/or incorporated in the deliverables submitted by agency to the Client in this engagement. Thus, appropriate amendments may be made in the clause and strengthen it.	Already clarified in the queries of other bidders

LearningMate

Serial Number	Information required	National e-Governance Division's (NGD) response
1.	Is there any specific delivery model and approach that NGD wants to follow in this opportunity? LearningMate generally follows agile methodology	No specific model.
2.	Is there any prioritization involved during the deliverables in this opportunity?? If yes, please share us the priority list and their probable start and end dates	This is just an empanelment. At the time of work allocation, scope of work requirements will be shared with all empanelled agencies.
3.	LearningMate suggests any one of the three approaches for the execution of this engagement: offshore/onshore model, near shore model and staff augmentation model. Please let us know your suitable approach	Can be decided at the time of allocation of work.
4.	What is the hosting and deployment mechanism and who would be responsible for the hosting and deployment? Please suggest	Content would be hosted as part of our upcoming LMS / KMS systems. Till then it will be hosted internally with NeGD.
5.	There is a mention of an e-Governance competency framework in the RFE document; has this already been established in Phase 1?	e-GCF is already prepared and is ready to be implemented.
6.	Based on the standards for the development of the learning, has a list of competencies or a competency hierarchy already been identified?	This is as per the e-GCF.
7.	Can you please elaborate for our understanding the term "competency-based training approach" in the RFE? Does this mean that all courses or training programs/resources are developed to a pre-established competency hierarchy?	Content to be developed both based on competency hierarchy as well as based on adhoc requirements as per NeGD.
8.	What are the different business models that you anticipate in the way you would like the competencies are made accessible to learners (independent access or enrolled through a government/organization requirement)?	Majorly through the govt./organization requirement. Otherwise if there is any specific need for learner, the same needs to be raised as a nomination. This needs to be approved by their superior.
9.	Are there any students or learning related issues or trends identified after the Phase 1 online course release?	NA
10.	Please provide more details of your target audience. Describe your typical student profiles	Pan- India Government employees at different levels

11.	Learner placement: What is the selection process for allocating or recommending a course/ training? Is there an eligibility process to select or assign training to learners?	In the present system on a Nomination basis
12.	What milestones are associated with this opportunity?	At the time of work allocation, scope of work along with milestones will be shared with all empanelled agencies.
13.	What are the different types of learning/skills targeted through this initiative?	All skills related to e-Governance.
14.	Is existing learning resources/courses/content/media available and is it required to be incorporated in the developed courseware?	Yes, as mentioned in scope of work, there is some content available with NeGD which can be leveraged either after customization or re-designing..
15.	Will LearningMate be provided with subject matter expert (SME) support during content development?	Presently, NeGD does not have any SMEs of its own, The empanelled training agencies should help with their own SMEs. However, in near future, NeGD may have its own SMEs.
16.	Will the content be developed for independent, self-paced learning or batch/cohort based learning where learners will be expected to follow a calendar? If no, then will there be an instructor associated with the courses/training? Or if yes, will there be any regular instructor-led virtual classes to be considered as a part of the requirement. Please advice	Both for self-paced learning as well as instructor led trainings
17.	Will peer interaction be a requirement in the learning experience?	Not necessarily. May and may not be
18.	Is this product expected to be developed for multiple languages?	The current need is in English only. However in future there might be requirement of developing the same contents in Hindi or other regional languages.
19.	LearningMate understands that personalized learning paths are a design requirement. Will learners have control of their own learning?	In case of self-paced learning
20.	Is there a requirement for diagnostic pre-test for mapping learners' individual learning paths for course/training selection?	May be in some cases
21.	LearningMate would like to understand what kinds of input will be available to us to enable identification of new training modules	For this, NeGD will conduct some training needs analysis and share with the content partner
22.	Are there any specific conditions for summative evaluation? For example, proctoring requirement	Not yet

23.	Is there any assessment requirement for placing learners in the course/program?	May be
24.	What assessment components will comprise summative evaluation? 1. Online internal tests? 2. Independent online external assignments/projects? 3. Independent offline external assignments/projects? Group assignments/projects?	This is envisaged to have a mix of all.
25.	If instructors are associated in the evaluation process, could we get more details of their role in the assessments?	Probably not
26.	Please provide details of any current systems/platforms that exist for hosting, delivering or managing learning?	This will be provided at the time of allocation of work.
27.	What are the expectations from the system to enable training management? For example, calendar feature, event alerts, assessment alerts, communication and scheduling	Features would involve training management, content management, e-learning, webinars, virtual classrooms, calendar based functionalities, ILT, Work-groups, Feedback module etc.
28.	Does this initiative have a requirement to adhere to web accessibility compliance, such as WCAG 2.0	Yes
29.	Is there a requirement for multi-device content access? If yes, will the courses run on tablets? Please advice	Yes. This is envisaged to be desktop, tablet, Mobile compliant.
30.	Could you please let us know the format of the existing content like JSON, xml or database driven?	PPTs, PDFs and Videos
31.	LearningMate assumes to create the assessment and content management system from scratch. Please suggest	Some initial work has already been done
32.	Please let us know what are the pre-requisites required for each training module	This would involve basis functionalities like, e-learning, Virtual classrooms, webinars, online assessment etc.
33.	Are there any rules to define the Learning Path based on their roles in e-Gov projects?	As per eGCF
34.	What types of information the leading education service providers will provide for e-certification? Will they provide any API or web services?	May be, not yet finalized.
35.	Please define the list of assessment indicators that will be required for the trainee	Not yet finalized.