

**Clarifications on the points raised by Nelito Systems Limited vide their letter dated 20/07/09**

<b>S. No.</b>	<b>Tender S.No.</b>	<b>Terms as per Tender Document</b>	<b>Doubts/ Queries raised by Nelito Systems Ltd.</b>	<b>Suggestion given by Nelito Systems Ltd.</b>	<b>Reply</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>
1.	Pt. I Pg. No. 2 Para No.1	The application software so developed will be the sole property of SLIC, Uttar Pradesh or any agencies designated by the SLIC, Uttar Pradesh and will be available through that agency for installation in any PACS in the state <b>or otherwise</b> without the payment of any additional licensing fee etc.	Meaning of or otherwise not clear	“or otherwise” should be removed.	‘or otherwise’ means FSS, LAMPS etc. that form parts of the STCCS.
2.	Pt. I Pg. No. 2 Point No.2	SLIC, Uttar Pradesh invites Tender for Development, Training and Maintenance of the Software Package for common accounting system of PACS from reputed Software Development Vendors (SDVs).	The criteria for Reputed software development vendor not clear and needs transparency.	We suggest the criteria as follows : Software Development Company must have 1.ISO 9001 : 2000 Certification 2.Minimum CMMI L3 Certification 3.Membership of NASSCOM It will ensure the quality of product.	Necessary Criteria have been set in the Tender Document. No change in these criteria is contemplated.
3.	Source Code PT. I Pg. No.2 Scope of work Point No.x. & Point No. xvi.	Provide complete source code along with software drivers and other system files needed for installation and execution of the package. During the above mentioned maintenance period, the vendor will be responsible for making changes, if any, to the software to enhance the functionalities of the software package on account of changes in PACS procedures /policies /guidelines as well as to fix the bugs, if any.	The Software vendor is supposed to maintain the software during warranty period and also subsequent years	So we suggest an Escrow arrangement for the source code between SLIC and vendor to de-risk the SLIC.	The source code of the software developed will be in the custody of SLIC. This has been clearly indicated in the tender document. UPGB will limit its IPR to the state of UP only. It will not be free to sell or license the product outside the state of UP. The vendor can license the software elsewhere and retain the IPR for such usage.

1.	2.	3.	4.	5.	6.
4.	PT. I Pg. No. 3 Point No. 3	Validity period for the quotation : Tender shall remain open to acceptance by SLIC, Uttar Pradesh for a period of three months from the date of opening of the envelope containing the financial details. The period may be extended by mutual agreement and the vendor shall not cancel or withdraw their offer during this period.	Further clarification is requested.	The period may be extended by mutual agreement for another 3 months one time only.	When the period is to be extended only through mutual agreement the vendor is free to take his own position in this regard at that time.
5.	PT. I Pg. No. 3 Point No. 5	The rates quoted shall be inclusive of all taxes and duties and shall be firm and not be subjected to any variation. NABARD will deduct any applicable Tax at source and pay the amount, net of such tax, only to the vendor.	Further clarification is required on future increase in taxes.	As SLIC wants Project commitment from the SDV for three years. As of today all applicable taxes should be included. However any future tax announced by the govt. should be extra as applicable at the time of delivery and to be borne by the SLIC.	Future tax announced by the Government should be extra as applicable at the time of delivery and would be borne by the SLIC.
6.	PT. I Pg. No. 4 Point No. 9 (i)	Access to the database should be possible through web-browser also.	Since software is meant for PC based/or in few cases on LAN based. Web based software will increase the cost and invite security concerns.	PACS may need web feature in future. So suggestion is to have the product which has the provision for upgradation to web enabled at a later date. In the meantime, data can transmit from PACS to district level database through email or other media like CD, Magnetic tape etc.	The software should be able to access database through a web browser. This will be put to use as and when required and when proper communication channels are available. Till such time data can be transmitted through e-mail, media like CD, magnetic tape, etc.
7.	PT. I Pg. No. 5 Point No. 13	Terms of Payment : i. 30% of the development cost of the software at the time of completion of software development and approval by SLIC, Uttar Pradesh. ii. 40% of the development cost of the software after successful testing and acceptance by SLIC, Uttar Pradesh/UPCB Ltd.	Please clarify the difference between approval and acceptance of software. Please suggest criteria/basis for approval & acceptance of Software.		Contents are self explanatory. Approval by SLIC shall be given after completion of software development while acceptance shall be given by SLIC after successful testing of software.

1.	2.	3.	4.	5.	6.
8.	PT. I Pg. No. 5 Point No. 13 (iii)	Terms of Payment : iii. 30% of the development cost of software on submission of Performance Bak Guarantee valid for a period of three years from the date of award of contract to SLIC, Uttar Pradesh.	Relaxation is requested in payment terms for the last 30% payment.	We request to reduce the percentage of last installment to 10% payment against Performance bank guarantee for 1 years which will be renewed and extended upto a total of 3 years. We suggest for the following payment terms : 50%, 40% & 10%	Request for relaxation in payment terms cannot be considered.
9.	PT. I Pg. No. 5 Point No. 13 (iii)	Annual maintenance Charges : for maintenance of the software (including any enhancement) will be paid proportionately at the end of the year, beyond one year warranty period at the accepted rate and on SLIC, Uttar Pradesh being satisfied that the vendor has provided Maintenance Service during the year without any time delay.	Further clarification is required on satisfactory criteria.	Full payment of AMC amount should be paid at the beginning of the year.	Practice generally followed in AMC cases in the state may be followed.
10.	PT. I Pg. No. 5 Point No. 13 (iv)	Training Cost (as indicated in Sr. No.2 of the table "Cost for software development, maintenance and training of SDA's available in Financial Quote) will be paid proportionally after successful training of Pt.icular SDA of the district/DCB.	Further clarification is required	we suggest the followings : SDV will train total of X resources from the SDAs (two per SDA, 1 SDA for Y districts/ DCB, So $X=2*1*Y$ )	Minimum expected no. of trainees will be 86
11.		Technical evaluation criteria	Further clarification is required on this. Whether SLIC will have a technical evaluation criteria on the basis of which all vendors will be awarded grades like T1, T2 .....Tn.	We suggest the SLIC to make a technical evaluation criteria based upon the company capability parameters and software features. On the basis of same companies should be graded and SLIC should open the commercial for the technically best vendor and so on.	Necessary criteria have been set in the Tender document. No change in these criteria is contemplated.
12.		Formula to arrive at L1	Further clarification is required.	We suggest SLIC to make formula to arrive at L1 criteria and make it public for all.	Financial bid quoted in SDV-II shall be the criteria.

1.	2.	3.	4.	5.	6.
13.	PT. I Pg. No. 2 Point No. xi & xii	Provide detailed installation and operations/user manual which will facilitate the users in successfully using the software package. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the software package.		SDA to multiply the manual at his level for further distribution to PACS.	Manual has to be made by SDV and should be in English and Hindi. Duplicating the manual for use in PACS will be done by the SLIC.
14.	PT. I Pg. No. 2 Point No. xiii	The Software development vendor after initial training of Software Deployment Agency (SDA) Representatives must provide assistance to SDA for a period of at least three months so that the SDA gains necessary expertise and confidence in deploying the software developed by SDV.		SDA to provide the on-site support at PACS level. However back end support/ assistance to SDA on modifications/deployment can be extended by SDV/	SDA to provide on site support to PACS while back end support to SDA is to be extended by SDV.