

SECTION -1
INSTRUCTIONS TO TENDERERS (ITT) AND
APPENDIX TO ITT
SECTION I- INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

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Abbreviations / definitions

- ✓ "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- ✓ SYSTEM Integrator (SI) shall mean individual, firm, or corporation or company which implements ERP for the corporation in RDA and to whom the purchase order is issued. Service provider (SP) also is used to mean the same thing.
- ✓ IT/ICT means Information and Communication Technologies, including software solutions
- ✓ OEM means the original equipment manufacturer, legal owner of the ERP solution
- ✓ "Project Leader RDA" means the RDA executive responsible for signing all documents from RDA side and shall coordinate all the activities of the project with the bidder contractor.
- ✓ "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- ✓ "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- ✓ "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- ✓ "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- ✓ LOA (letter of Acceptance) or LOI (letter of Intent) means the formal communication sent by RDA to successful bidder, post the completion of evaluation and negotiation, to proceed to the next step of signing a contract/agreement
- ✓ "The Contract Price" means the price payable to the Contractor under the Works Order Purchase Order for the full and proper performance of its contractual obligations.
- ✓ "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- ✓ "Organization Change Management" (OCM) is the process of Change Management associated with the implementation of the software.

Agenda:

| S.No. | Event Description | Date | |
|-------|---|--------------------------|--------------------------|
| | | INITIALLY PROPOSED | CURRENTLY PROPOSED |
| 1. | Release of Tender | 26.01.2016 | 06.02.2016(04.00PM) |
| 2. | Pre Bid Meeting Queries & Response | 10.02.2016 | 11.02.2016 |
| 3. | Last date and time for submission of bids | 12.02.2016 (04.00 PM) | |
| 4. | Technical Bid Opening | 16.02.2016 | To 18.02.2016 (04.00PM) |
| 5. | Financial Bid Opening | 22.02.2016 | to 23.02.2016 (04.00 PM) |
| 6. | Signing of Agreement | Will be informed by mail | |

1. Scope of Tender:

The scope of standard ERP(SAP or Navision, Oracle E-Business) implementation services to be provided by the SI would include the following.

1. Configure/customize the ERP as per requirements of RDA
2. Providing implementation and project management services
3. Sizing the hardware or cloud Service for ERP solution and installing the ERP solution
4. Data Migration of the materials data, project data, employee data, etc.
5. Training the end users and facilitating the adoption of the ERP solution by the users/employees of RDA train the trainer.
6. Providing application support as per service level agreement between RDA & Successful bidder OR SI.
7. Setting up the centre of excellence (COE)

Vision: RDA has conceptualized the project to deploy a proven integrated ERP (Enterprise Resource Planning) solution to automate its operations and integrate its processes.

- I. The key outcome of this ERP implementation project are linked to service delivery, operational excellence and transparency & Compliance

- II. Following Service delivery Options for the customers must be available on proposed ERP for further planning and changes on RDA
 - a. Multi-channel service delivery through portal, mobile devices etc.
 - b. Consistent and efficient services across devices
 - c. Convenience to stake holders in availing the services
 - d. Convenience to employees of RDA in administration and service delivery
- III. Operational excellence
 - a. Integration of processes –finance, HR, project management, procurement, materials etc.
 - b. Utilization of resources – assets, financial resources and intellectual resources for delivering the services
 - c. Quicker turnaround time for financial transactions, reporting, analysis and feedback
 - d. Excellence in the Deployment of facilities & resources, planning the projects, and exploiting the internal expertise.

2. The Project Overview:

The project is Intend to be executed by a competent System Integrator, on a turnkey basis, with responsibility for all the aspects of the project listed in this TENDER

1. The system integrator is required to assess the requirements of RDA as listed in the TENDER and propose a proven Standard ERP solution product(SAP, Navision & oracle e- business suit) from reputed OEMs, to meet the requirements of RDA.
2. Scope of work for the system integrator is to provide implementation services & post implementation support services, for the proposed ERP solution
3. Proposed Sizing the hardware or cloud for ERP solution based on the requirements of RDA and installing/commissioning the ERP solution
4. RDA will provision the necessary hardware or cloud service as sized and suggested by the SI
5. Options for Hosting the ERP solution will be separately evaluated and decided by RDA.
6. The SI is required to provide operational support for the ERP solution, at RDA as per agreement between SI & RDA.
7. The SI is also required to provide training to RDA staff and transfer the knowledge under the COE (centre of Excellence) so that RDA will be able to manage the incremental improvements and future expansions of the ERP solution, on its own.

8. Project Standards: SI to provide Project Standards for various activities/documentation. Following is a minimum list where standards have to be set by the SI:
 - a. Test cases
 - b. Test scenarios
 - c. Business Process Design
 - d. Functional design specs,
 - e. Technical design specs
 - f. Transporting objects
 - g. Change control
 - h. Reporting defects

3. The (TENDER) Document :

1. This (TENDER) is issued to procure the services of an IT services company or System Integrator to propose an ERP solution and provide the services for implementation of the proposed ERP solution at RDA .This TENDER contains the following
 - a) The eligibility criteria for the System Integrator
 - b) The technical requirements for ERP solution
 - c) The scope of work for providing implementation services
 - d) The bidding terms
 - e) The response formats to provide information against eligibility criteria for the system integrator
 - f) The technical proposal requirements and response formats for the ERP solution and the implementation services
 - g) The commercial proposal requirements and formats for the ERP solution and the implementation services
 - h) Proposal evaluation approach for the technical and commercial proposals for ERP solution as well as the implementation services.
2. A draft contract with general terms and conditions to be signed with the successful bidder is provided in Annexure. This may undergo minor changes at the time of execution.

4. Scope of implementation

1. RDA will procure the ERP solution which would best meet its requirements and implementation.
2. Scope of the implementation for the proposed ERP will cover the following functions
 - a. Finance module
 - b. Payroll management and Personal administration (HR).
 - c. Procurement Management.
 - d. Inventory management
 - e. Project management.
 - f. Asset Management.
 - g. Government file management (DMS)
 - h. Real estate Surveillance system(Excluding Hardware)
 - i. Real estate management with integration of GIS (SIAS and with SCADA)
 - j. Sales &Billing.
 - k. Payment Gateway
 - l. MIS Report

5. Notice inviting tender & Estimated Cost:

NIT No.05.....

Dt. 25- 02 -1026

NOTICE INVITING TENDER

1. Raipur Development Authority, Raipur (C.G.) invites tenders from the Authorized Service Providers /Business partner for the work of **“Implementation of ERP Solution** “as per the bill of material Specifications & quantities given .

(A)

| S. No. | Name of Work | Estimated Cost (In Rupees) | EMD (In Rupees) (.75% of Estimate Cost) | Tender Submission Date | Cost of TENDER fee (in Rupess) |
|--------|--|--|--|--------------------------------|--------------------------------|
| 1. | Implementation of ERP Solution SAP, Navision, Oracle E- Business | 60 Lacs Include licenses and ERP implementation work | Rs.45,000/- | 12.02.2016 as per Schedule (B) | Rs. 3,000/- |

(B) Schedule of Bidding Process

The Schedule of events during the Bidding Process shall be as follows:-

| S.No. | Event Description | Date | |
|-------|---|--------------------------|--------------------------|
| | | INITIALLY PROPOSED | CURRENTLY PROPOSED |
| 1. | Release of Tender | 26.01.2016 | 06.02.2016(04.00PM) |
| 2. | Pre Bid Meeting Queries & Response | 10.02.2016 | 11.02.2016 |
| 3. | Last date and time for submission of bids | 12.02.2016 (04.00 PM) | |
| 4. | Technical Bid Opening | 16.02.2016 | To 18.02.2016 (04.00PM) |
| 5. | Financial Bid Opening | 22.02.2016 | to 23.02.2016 (04.00 PM) |
| 6. | Signing of Agreement | Will be informed by mail | |

3. Cost of tender fee will be required to be paid by DD...in favour of **“Raipur Development Authority ,Raipur. “**

4. Required Document (Check list) to procure Tender Document. All the document to be submitted in prescribed format on company letter head, as attached here with.

| Sr. No. | Particulars | Page No. |
|---------|---|----------------|
| A | Company Information | 30 |
| B | Proposal Covering Letter | 31 |
| C | The Commercial Criteria | 32 |
| D | Litigation Impact Statement | 33 |
| E | Conflict Interest | 34 |
| F | OEM Authorisation | 35 |
| G | Registration To Receive the Tender Document | 36 |
| H | Letter of Acceptance | 37 |
| I | ESI Registration No. OR If not applicable submit affidavit in a stamp of Rs. 50 (In a Prescribed format) | 38 to 39 |
| J | Photo Copy of Service Tax Registration of Current Validity Period | |
| k | Photo copy of valid PAN card of the Company | |
| l | Photo Copy of P.F. registration | |

6. Licensing user base:

1. The proposed ERP solution and the implementation services are expected to cover the following user base of the organization.
2. Total no. of required user minimum 12–15.
3. The total number of employees for the purpose of payroll will be less than 500 Numbers initially.
4. The number of ERP users who are expected to use the all business transaction would be 15 Numbers.

7. The ERP solution capabilities and best practices:

- a. RDA intends to expand the usage of the ERP platform to cover all the requirements of RDA, in stages, the SI is expected to propose the ERP solution with the capabilities, as well as following key features, keeping in mind about all scope of work. The capability for managing the real estate functions of a Raipur development.
 - b. The file management capability for managing the government files, with work flows.
 - c. The capability to maintain the assets like the construction of the Raipur Development and address the requirements of the operations of the maintenance authority.
1. The SI is expected to deploy the following during the ERP implementation
 - a. The ERP solution capabilities/features listed in the Documents.
 - b. The best practices available in ERP, especially with respect to some of the key requirements of the operations of a public organization
 - c. The best practices as applicable to a similar of project management.

8. Eligible Tenderers (SI) :

1. The following are the eligibility criteria for qualification for bidding in this tender for the tenderers and all the criteria are mandatory for qualification of the SI.
2. The SI is required to use the formats and guidelines provided in the annexure to provide information on the eligibility criteria.

9. Tender Document:

- 9.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include all.
- 9.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

10. Clarification of Tender Document:

1. During the time of the Clarification of the Technical or/and Financial Bids, RDA may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
2. The primary role of clarifications in the evaluation process is to clarify confusion and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for RDA to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, RDA has the right to make assumptions on the Technical or/and Financial Bids submitted by the SI and if such assumptions lead to disqualification of the Technical or/and Financial Bids, RDA is not accountable for these omissions
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in

the proposal, the information provided in later stages will be the part of the contract for implementation between SI and RDA.

6. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by RDA during the evaluation process.
7. If any of the responses by the SI to the queries sent by RDA has commercial implications, these commercial aspects will not be accommodated in the evaluation process.
8. Evaluation of the bids will be done in the following sequence
 - a) Scrutiny of Bid Security and adherence to general guidelines
 - b) Evaluation for eligibility
 - c) Evaluation of technical proposal for ERP solution
 - d) Evaluation of Technical proposal
 - e) Evaluation of commercial proposal

11.Payment terms for ERP licence & implementation services:

11.1 The cost of implementation services, including the cost of post implementation support work for the ERP Solution, the training, data migration cost etc. will be paid based on the completion of the key milestones of the project and acceptance of the deliverables associated with the milestones, by RDA.

11.2 The implementation service also includes adoption support after “Complete deployment” declaration, Or Vendor can proposed what best they can give as Post implementation support by mutual consent.

11.3 At the time of work order RDA will pay the license cost of selected ERP Software as per Cleared by SI.

11.4 The payment terms of implementation & licensing will be on the following sequence:

11.4 .1 Licensing payment terms:-

- a) At the time of work order for proposed solution licensing cost will be provided to

The successful bidder as per the quotation of OEM.

- b) Successful bidder will have to come on action for license purchasing or RDA has

Right to negotiate directly with standard ERP OEM (SAP AG or Microsoft Navision or Oracle Inc.)

c) Minimum required License's purchasing cost will be deducted from total cost of project , Rest amount will be considered as total implementation cost.

11.4 .2 Implementation Payment terms: -Break up of payment for Implementation

| | |
|------------------------|-----|
| a) Project Preparation | |
| b) Blue Print | 40% |
| c) Realization | |
| d) Final Preparation | 40% |
| e) Go Live & support | 20% |

1. The ERP Software implementation AMC charges would be applicable after completion of support service provided by SI from the declaration of complete deployment & go live Date.
2. AMC charges of ERP license will be payable by RDA as per selected OEM norms.

12.Period of Validity of Tender

1. For the purpose of entering into a definitive contract for the PROJECT services for RDA, as proposed by the bidder, the proposals shall be valid for a period of one month from the last date for submission of the proposals.
2. On completion of the validity period, unless the bidder withdraws its proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
3. In exceptional circumstances, at its discretion, RDA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing by email.

4. On signing of the contract, the prices quoted in the commercial proposal for different solution components will be valid for the period of the contract, executed between the successful bidder and RDA.

13. Cost of Tender:

13.1 The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid

14. Language of Tender:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

15. Document Comprising the tender:

1. The following are the eligibility criteria for qualification for bidding in this tender for the SI and all the criteria are mandatory for qualification of the SI.
2. Criteria related to Incorporation of the Firm, Legal entity:
 - a. The bidder must be a legal entity registered in India under the Companies Act, 1956, having registered office and operations in India.
 - b. The entity should have been operational in India for at least last two financial years
 - c. The bidder must be a single legal entity and not be a consortium of firms.
3. Government Regulation
 - a. The company or the bidder should not have been barred or black listed by the Central Government, Government of CG, the subordinate organisations or

public sector undertakings of government of CG, a statutory authority or the public sector undertakings of the central government, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate

- b. The company should have a Valid PAN number
 - c. The company should have a Valid Service tax number
4. Criteria related to financial viability.
 - a. The annual sales for each of the last two financial years (2013-14, 2014-15) should be Minimum Rs.2 crores(each FY) from IT services business.
 5. Criteria related to availability of consultants in adequate capacity
 - a. The SI must have a team of at least 10 ERP consultants of the proposed ERP Solution, on its rolls having experience in implementing all the major modules/solution components of the proposed ERP Solution collectively.
 6. The SI should have an active partnership agreement with the OEM of the proposed Standard ERP solution (SAP Or Navision Or Oracle) to provide implementation services to implement the ERP solution in India.

16. Tender Price & Discounts:

Post offer discount, if any, offered by the bidders shall not be considered. Bidders 'planning to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking into account discount, free supply etc. However, such discounts from the firm on the basis of post bid negotiations if any shall be considered and such negotiated offers when agreed by RDA & the bidder shall form a part of the financial Bid.

17. Document establishing the eligibility of the tender.

The services of an IT services company or System Integrator to propose an ERP solution and provide the services for implementation of the proposed ERP solution at RDA (also called as The Project, in the subsequent sections).

- a) The eligibility criteria for the System Integrator
- b) The technical requirements for ERP solution
- c) The scope of work for providing implementation services
- d) The bidding terms

- e) The response formats to provide information against eligibility criteria for the system integrator
- f) The technical proposal requirements and response formats for the ERP solution and the implementation services
- g) The commercial proposal requirements and formats for the ERP solution and the implementation services
- h) Proposal evaluation approach for the technical and commercial proposals for ERP solution as well as the implementation services

18.Document Establishing the Qualifications of the tender.

The following activities will be carried out as the first step in the bid evaluation process

1. Examination of the EMD/bid security
2. Scrutiny of the documents submitted as per the general guidelines on the following
 - a) Proposal covering letter
 - b) Impact of litigation statement
 - c) Conflict of interest statement

Only those bids for which EMD has been submitted and which have the above three documents in order will be processed further

| Eligibility Criteria | Submitted Yes/No | Qualification Yes/No* |
|---|-----------------------------|----------------------------------|
| Registered in India | | |
| Two years of operations | | |
| Black listed by governments | | |
| Unsatisfactory performance | | |
| PAN number | | |
| Service Tax number | | |
| Financial statement | | |
| Reference of Two customers in India. | | |
| The size of the consulting team for the proposed ERP solution, on the rolls of the bidder | | |
| Partnership with the OEM of the proposed ERP Solution | | |
| Quality Certification | | |

19. Earnest Money Deposit:

EMD means the Earnest Money Deposit or Bid security provided by the bidder along with the proposal as per conditions in the TENDER

19.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in TENDER as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Raipur Development Authority, Raipur (C.G.)
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the (BUYER) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the TENDER)

19.2 The Earnest Money/Security Deposit shall be valid up to a period of Three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

19.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

19.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

20.Presentation of the Proposal:

1. The committee may invite each bidder to make a presentation to the RDA at a date, time and venue determined by RDA to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.
2. The presentation of the Technical Proposal should be made by the proposed project manager of the bidder for this Project of RDA, with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.
3. The presentation of the technical proposal would also include the demonstration of the proposed ERP solution to highlight the technical requirements of RDA and to validate the specific technical specifications.
4. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations

21.Technical Tender Opening:

The technical bid evaluation documents shall be submitted At RDA.. All supporting documents shall be copied for scrutiny by the evaluation team. Following documents are to be submitted as part of the technical Bid of Tender Document.

- ✓ Earnest Money Deposit (EMD) of value as given in the Notice Inviting Tenders in the form of Bank draft / Bank Guarantee. (Note: Cash shall not be accepted). A copy of the EMD shall be attached with the technical Bid and the original shall be submitted at
- ✓ Acceptance of all tender conditions in the format enclosed on the tender document.
- ✓ Power of Attorney authorizing the designated executive to sign all documents on behalf of the company.
- ✓ List of other documents to be attached and submitted with Technical Bid::
 1. Copy of EMD along with a letter
 2. Registration to receive the tender document.
 3. Acceptance of terms & conditions of tender.
 4. Technical & Solution architecture document.
 5. Proposal covering letter.
 6. Company Information.

22. Clarifications to the Technical Tender.

1. During the time of the evaluation of the Technical Proposal, RDA may seek clarifications from the bidders on specific items in the proposal submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email for response within stipulated time period.
2. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, RDA has the right to make assumptions on the technical proposal submitted by the bidder and if such assumptions lead to disqualification of the technical proposal, RDA is not accountable for these omissions
3. The responses by the bidders to the queries raised by RDA will be treated as part of the proposal by the respective bidders
4. If any of the responses by the bidders to the queries sent by RDA has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process.

23. Scoring of technical proposal for ERP solution

1. A maximum of 100 points will be allocated for the technical proposal for the different parameters listed in the technical proposal requirements for ERP solution, as per following:

| Parameter | Points |
|---|------------|
| The bill of material for the ERP solution | 10 points |
| The solution fitment to RDA Process | 20 points |
| The licensing terms | 10 points |
| Technical requirements | 10 points |
| Strategic requirements | 20 points |
| Future expansion capability for e-procurement and CRM, fund management ,treasury, | 30 points |
| Total Score | 100 points |

2. Out of a possible 100 points, a proposed ERP solution should score a minimum of 70 points to qualify in the technical evaluation.

3. The technical proposal for implementation services of a particular bidder will be evaluated, only if the ERP solution proposed by that bidder qualifies in the technical evaluation.
4. The bill of materials will be evaluated in terms completeness to address all the requirements of RDA and the clarity in terms of mapping the requirements to specific solution elements.
5. The solution fitment of the ERP solution proposed by the bidder will be evaluated against the response to the FRS (Functional Requirement Statement), the references of successful implementation and on the basis of the demonstration of the solution in the event of organizing a solution demonstration. The following will be the basis of evaluation for this parameter.
 - a. RDA is looking for ERP Solution which would need minimum customization, if any, the solutions proposed will be rated accordingly – the solutions which need less customization being rated better than the others.
 - b. The response to the FRS will be scored based on the five types of responses – readily available or standard, work around, needs customization, not available but met through third party tool, not available/not proposed or addressed.
 - c. Based on the response against the FRS, each line item in the list of features/capabilities will be allocated a score as below:

| Response | Points |
|-----------------|---------------|
| Standard | 4 |
| Work Around | 3 |
| Customization | 2 |
| Third Party | 1 |
| Not Possible | 0 |

- d. The total score for each of the bid will be normalized for a maximum possible score of 20, (the achievable maximum score if all the requirements were standard features)

6. The licensing terms will be assessed for clarity, transparency and ease of administration and the relationship to the bill of materials and the metrics.
7. The technical requirements: a maximum point of 10 will be awarded if the response is yes against all the parameters of the technical requirements, listed in the TENDER. The score will be awarded proportionately based on the response against each parameter.
8. The strategic requirements will be scored against the following five parameters with each one carrying a point of 4 each.
 - a. The ERP solution shall be implemented and maintained by System Integrators based in India, without depending on the Standard ERP OEM (SAP, Navision & oracle) and should have at least ten certified partners in India for implementing and maintain ace/support of ERP.
 - b. The ERP solution should be able to meet the India specific requirements on service Tax, TDS etc. and has the facility to provide these changes for localization on a continuous basis
 - c. The Proposed Application should support – all of the Operating Systems- Microsoft Windows, UNIX, Linux, MAC and the proposed integrated application should be capable of supporting all standard Databases like Sybase, SQL, Oracle and DB2
 - d. The ERP Solution should be supplied with the source code of the solution and the customized source codes of the ERP solution. These Codes should be part of deliverable without any preconditions.
 - e. The Standard ERP Solution OEM (SAP, Navision & oracle) should have its own R&D centre in India employing more than 100 employees on roll doing development.
9. Support and maintenance, the approach, methodology, plan, resource loading etc. for adequacy, adherence to standard practices, completeness etc.

24. Evaluation of tender

1. The technical proposal will be evaluated based on the materials provided in the proposal by the bidders as against the general understanding of what they should be like to meet the requirements of the project.
2. The clarifications provided by the bidders during the evaluation process or if any presentation was organized, the Agenda of the presentation will be the basis of technical proposal evaluation.
3. As per committee experts & internal discussion RDA will be preference to SI who proposed the solution which covers maximum no of module from the standardized required by the RDA.
4. On that basis during the technical bid & presentation of proposed ERP , all the participants are open to offer there “best of solution” as they can make.
5. RDA reserves the right to cross verify the documents/ credentials of the bidder & related bodies before awarding the contract to the successful bidder
6. The proposal will be evaluated against the following broad heading.

24.1 Bid Opening Sessions

1. The bids will be opened on the specified date, time and address in the presence of bidders’ representatives who have been authorized to attend the Bid opening sessions.
2. In the event of the specified date of bid opening being declared a holiday for RDA, the Bids shall be opened at the same time and location on the next working day.
3. RDA will go ahead with bid opening, even if the authorized representatives of the bidders absent from these bid opening sessions.
4. Opening of Commercial Proposal – The commercial bids of only those bidders who have scored more than the threshold points as prescribed in the Technical Evaluation process will be opened.
5. The commercial bids of those who have scored less than the thresh hold points as prescribed, will not be opened.

24.2 Proposal Evaluation Process

1. Proposals will be evaluated by a Committee of Experts (the “Committee”) appointed by RDA. RDA or such other authority designated by RDA as the case may be is also referred to herein as the Committee of Experts (or “Committee”).
2. RDA has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.

3. RDA has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by RDA during the evaluation process.

24.3 Clarifications during bid evaluation

1. During the time of the evaluation of the Technical or/and Financial Bids, RDA may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for RDA to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, RDA has the right to make assumptions on the Technical or/and Financial Bids submitted by the SI and if such assumptions lead to disqualification of the Technical or/and Financial Bids, RDA is not accountable for these omissions
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between SI and RDA.
6. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by RDA during the evaluation process.
7. If any of the responses by the SI to the queries sent by RDA has commercial implications, these commercial aspects will not be accommodated in the evaluation process.
8. Evaluation of the bids will be done in the following sequence
 - a) Scrutiny of Bid Security and adherence to general guidelines
 - b) Evaluation for eligibility
 - c) Evaluation of technical proposal for ERP solution
 - d) Evaluation of Technical proposal
 - e) Evaluation of commercial proposal

24.4 Scrutiny and assessment of eligibility: The following activities will be carried out as the first step in the bid evaluation process

1. Scrutiny of the EMD/bid security
2. Scrutiny of the documents submitted as per the general guidelines on the following
 - a) Proposal covering letter
 - b) Impact of litigation statement
 - c) Conflict of interest statement
3. Only those bids for which EMD has been submitted and which have the above three documents in order will be processed further.
4. Assessment of the eligibility of against the conditions listed in the TENDER and compliance of the responses as per the respective formats

25. Commercial proposal evaluation

1. The commercial bids/proposal of only those bidders who meet the eligibility criteria and qualify in the technical evaluation process will be considered for commercial evaluation.
2. The commercial bids of only technically qualified bidders will be opened.
3. The evaluation of Commercial Proposals will be done based on the bidders' quote for the services required by RDA and elaborated in this TENDER.
4. If there are any errors, these will be corrected as per this TENDER
 - a. If the price for any of the services is not explicitly mentioned or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and RDA has the right to source services quoted as zero, at no additional price and the quoted price i.e. at zero.
 - b. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be inclusive within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.

25.1 Calculation of the value of the commercial proposal

1. The summation of the values provided in the Format for commercial response will be the value of the commercial proposal of the particular bidder.
2. Each element in this Format is expected to be the summation of each of the tables provided for breakup of the respective price elements

3. The values provided in the break up forms will be used for contracting purpose and for addressing any changes to the scope of work during the period of contract.
4. Reconciliation between the commercial proposal tables: if there are discrepancies between the figures in the different tables of the commercial proposals, reconciliation/correction will be done using the following method.
 - a. If any of the elements in the main response format higher than the summation of the corresponding forms for break up, post commercial evaluation, the lower value in the corresponding table will be used for contracting.
 - b. If any of the elements in response form is lower than the summation of the breakup forms, post commercial evaluation the value provided in the response.
 - c. Form will be used for contracting and the bidder will be required to readjust the price of different elements of the corresponding table, to reflect the value provided in response form which was used in evaluating the value of the bid.

26. Negotiation with the Standard ERP solution OEM (SAP, Navision & Oracle) and signing the contract

1. RDA will select the ERP solution proposed by the successful bidder for ERP implementation services.
2. RDA will open the commercial proposal of the proposed ERP solution, only after selection of the successful bidder
3. RDA will have the rights to negotiate with Standard ERP OEM (SAP, Navision & Oracle) and sign a contract directly with the ERP solution OEM, for the supply of ERP solution.
4. If the commercial negotiation with the ERP solution OEM fails, or the ERP solution OEM refuses to sign the contract to supply the ERP solution directly, RDA will have the right to nullify the complete bid process, without getting into contract with the successful bidder for ERP implementation services.

5. Successful bidder has right to negotiate with Standard ERP OEM (SAP, Navision & Oracle) partner regarding the License.

27. Notification of Award and signing the contract

1. RDA reserve the right to negotiate with the bidder whose proposal for ERP implementation services has been ranked as successful bidder by the committee on the basis of price quoted in the commercial proposal and also the other commercial terms and conditions furnished in the Technical proposal
2. Award of contract for the project: After the completion of the bid evaluation process and determination of the successful bidder, and completion of the negotiations if any, as listed in the TENDER, a Letter of Award (the “LOA”) shall be issued, in duplicate, by RDA to the successful bidder and the successful bidder shall, within 5 (Five) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, RDA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking bidder may be considered.
3. The notification of award or the issue of LoA will not constitute the formation of the contract.
4. If the successful bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, RDA has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
5. If the successful bidder fails to get into a contract with RDA as per the Commercial Proposal and the Technical Proposal submitted against this TENDER, and all the commitments made during the evaluation process, RDA has the right to withdraw the

notification of award and the bidder will forgo the EMD furnished during the bidding process.

6. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.
7. Commencement of Assignment: The SI shall commence the project within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the SI fails to commence the assignment as specified herein, RDA may invite the second ranked SI for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

28.Examination of Price Tenders:

The bidder shall fill the price schedule as follows:

- 28.1 The Financial Bid shows the bill of material for all items with scheduled quantities. Tender document shall be submitted on RDA premises till given time period.
- 28.2 The bidder shall indicate the Unit rate, Excise Duty, Sales Tax, , VAT / any other Tax, Freight & Insurance in the respective Columns of the Financial Bid.
- 28.3 The Unit rate shall be inclusive of packing & forwarding charges if any.
- 28.4 The net Unit rate (Inclusive of all taxes) shall be calculated as shown in the Financial Bid.
- 28.5 The Net Unit Rate (Inclusive of all taxes) shall be used for calculating the total amount in the Financial Bid.
- 28.6 In the event of any ambiguity the Unit Rate given in the Financial Bid shall be taken as the correct basis for calculating all other data. If the taxes are not given exclusively in the financial bid the system shall treat as if the Unit Rates are all Inclusive. In the event of any errors or Ambiguity in Unit Rates itself the Price Bid of the Vendor shall be rejected.
- 28.7 The Bidder shall indicate all taxes like Excise Duty, Sales Tax and other Govt levies in the respective Columns. Any change of duty announced by the Govt after the date of opening of the Bid shall be payable as per actual. However, in the event of

no breakup of taxes given by the bidder in the Financial Bid, the upward revision of duties if any after the date of submission shall be born by the bidder.

28.8 The prices quoted by the bidder shall remain firm on the date of submission of the Bid and shall not be subject to variation on any account

29. Security Money Deposit:

RDA has decided that on every raised bill of proposed work as per mention on point 11.4.2 (**Payment terms for implementation services**) 5% of each & every raise bill amount will be deposited in RDA as a Security money deposit And after the completion of proposed tender work or GO LIVE (Satisfactory completion of work) the deposited money will be refund to SI within a reasonable time.

30. Correction of errors:

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern

31.Complaints and Dispute Resolution& Penalty Clause

31.1Penalty Clause

1. If SI fails to perform his promise as per the requirement & according to the mutual consent with RDA then the SI Organization is going to be Black listed by the RDA or Government of Chhattisgarh.
2. In such cases SI Organization will be liable to pay two times of paid amount of license cost & Implementation as Compensation money within 30 days
3. Legal Action.

31.2 Complaints and Dispute Resolution

1. If any of the bidders have any complaints or reservations on the bidding/procurement process, the evaluation etc. the competent authority to be contacted for resolution will be The Additional Chief Secretary-Finance, Government of CG.
2. The decision of the competent authority on the complaints or disputes will be final.
3. Cost of Resolution – Each party will bear the cost incurred by them for resolving the issue.
4. This operation of this MoU will be constructed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Raipur (C.G.) courts, and the original jurisdiction of the high court of Bilaspur(C.G.)

32. Profile of Project team:

1. Profile of Project Team

Project Manager, the functional and technical consultants

| | |
|--|--|
| 1. Name of the person | |
| 2. Role in the Project | |
| 3. Qualification | |
| 4. Total number of years of experience | |
| 5. Number of years with the current company (the bidder) | |
| 6. Functional area / expertise | |
| 7. Role in the Project | |
| 8. The names of customers/project for which the person has provided similar services | |

Please provide the profiles for all the key modules and functional areas and the technical expertise required for the project like HR, finance, e-procurement etc.

2. Tentative Team Structure

| Sl. No | Name of Resource | Designation | Role in this project |
|--------|------------------|-------------|----------------------|
| 1 | | | |
| 2 | | | |

3. Resource loading

| Team member | Role and expertise | Involvement during which activity | Expected duration of involvement |
|-------------|--------------------|-----------------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

1. Company Information

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To,
The NODAL OFFICER (MIS),
Raipur Development Authority ,Raipur (C.G.)

| Details of the Organization | |
|---|--|
| Name | |
| Nature of the legal status in India | |
| Nature of business in India | |
| Date of Incorporation | |
| Date of Commencement of Business | |
| Address of the Registered Office in India | |
| PAN Number | |
| Service Tax Number | |
| Supporting Documents Certificate of Incorporation from Registrar of Companies (ROC), MOA Scanned copy of PAN card Scanned copy of Service Tax Registration | |

Signed by the internal auditor of the company

Designation

Company Seal

2. Proposal covering letter

To,
The NODAL OFFICER (MIS,
Raipur Development Authority ,Raipur (C.G.)

Ref: ERP implementation at RDA

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the TENDER for providing implementation services for the ERP (name of the solution) at RDA.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the RDA are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead RDA as to any material fact in its short listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading we are liable to be dismissed from the selection process of RDA.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

Duly authorized to sign the TENDER Response for and on behalf of:

Sincerely,

[The Company's name]

Name

Title

Signature

Date

(Name and Address of Company)

Seal/Stamp of the Company

3. The Commercial Criteria

(To be submitted on the Letterhead of the Bidder)

To,
The NODAL OFFICER (MIS),
Raipur Development Authority ,Raipur (C.G.)

| Commercial Information | | |
|--|-----------|------------|
| | FY2013-14 | FY 2014-15 |
| Revenue (in INR crores) | | |
| Profit Before Tax (in INR crores) | | |
| Revenue from IT Services (in INR crores) | | |

Turnover from IT minimum 2 crore + Each year.

Signed by the auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

4. Litigation Impact Statement

(Company letter head)[Date]

To,
The NODAL OFFICER (MIS),
Raipur Development Authority ,Raipur (C.G.)

Reference: ERP implementation at RDA

Dear Sir,

We hereby confirm that the same as may be set out in the schedule attached to this statement, there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of providing the ERP (name of the solution)implementation Services to RDA

(Signature)

Duly authorized to sign the TENDER Response for and on behalf of:

Sincerely,

Company Seal

Name

Title

Signature

Date

(Name and Address of Company)

Seal/Stamp of the Company

5. Conflict of Interest

(Company letter head)

[Date]

To,
The NODAL OFFICER (MIS),
Raipur Development Authority ,Raipur (C.G.)

Sir,

Sub: Undertaking on Conflict of Interest

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with RDA.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the TENDER.

We undertake and agree to indemnify and hold RDA harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by RDA and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

6. OEM Authorization

To be submitted on the Letterhead of the OEM of the proposed ERP Solution
(Place) (Date)

To,
The NODAL OFFICER (MIS,
Raipur Development Authority ,Raipur (C.G.)

Dear Sir,

Sub: Authorization of <SI> to Provide Services Based on Our Product(s)

Sir,

I/We confirm that <name of SI> (“SI”) is a certified partner to supply the licenses and provide implementation services of our solution and have due authorization from us to provide services, to RDA that are based on our product(s) listed below as per Request for Proposal (TENDER) document relating to the Project of RDA.

| Sr. No. | Product Name | Remarks |
|---------|--------------|---------|
| | | |
| | | |

Yours faithfully,

Authorized Signatory [In full and initials]:

Designation

OEM’s company name

Date:

Address:

Seal/Stamp of OEM

7. Registration to receive the TENDER Documents

To,
The NODAL OFFICER (MIS),
Raipur Development Authority
Raipur (C.G.)

Sub: The contact persons

Dear Sir,

This is to notify you that the following persons will be the authorized representatives of the company for all future correspondence till the completion of the bidding process, between RDA and our organization.

| | Primary Contact | Secondary Contact |
|----------------------|-----------------|-------------------|
| Name: | | |
| Title: | | |
| Company Name: | | |
| Address: | | |
| Phone: | | |
| Mobile: | | |
| Fax: | | |
| E-mail: | | |

We understand that it will be the responsibility of our organization to keep RDA posted of any changes in this list of authorized persons and we fully understand that RDA shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to RDA.

Information in the TENDER, clarifications and any other processes concerning the TENDER and selection shall not be disclosed to any persons not officially concerned with such process. We understand that misuse of confidential information related to the process by us may result in rejection of our proposal.

Sincerely,
(Signature)

Name and Title

8. Letter of Acceptance

ACCEPTANCE LETTER

To,
The
Raipur Development Authority
,Raipur (C.G.)

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: -

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by RDA and I / we hereby certify that I / we have read the entire terms and conditions of the tender document made available to me / us in the office of the RDA , which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

2. I / We hereby unconditionally accept the tender conditions of RDA tender document in its entirety for the above works.

3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelope and the same has been followed in the present case. In case any provisions of this tender are found violated after opening envelope "A" & "B"(technical & financial). I / we agree that the tender shall be rejected and RDA shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

Yours Faithfully,
(Signature)

AFFIDAVIT / UNDERTAKING
(executed on Rs. 50 stamp paper and notarized)

I,S/o Shri aged about years resident ofIn the capacity as Proprietor/Partner/Director of the firm/ company M/s as duly authorized do solemnly on oath stated as under :-

1. That my firm/company is executing * IT Services like MIS, Up gradation & ERP Implementation of Raipur Development Authority under work order No. Dated Work of
2. That my firm/company construction employees/workers executing the contract work at site for RDA are not covered under ESI act, as they are coming under the category of unorganized sector and migratory in nature, so, my firm/ company is not liable pay ESIC on the work.
3. That all employees and workers other than construction and maintenance work employees/workers are duly paid remuneration which are not applicable for ESIC limit and no. of employees are less than 20 nos. hence ESIC is not applicable in case of my work.
4. That in future, in case, if any matter/issue is raised by ESIC authorities relating to any dues/claim/ any/ proceedings on account of the work against my firm/company and in consequences if Raipur Development Authority has to pay such amount on account of ESIC and/or any proceedings are held against it, in such case, the proprietor/director/partner of the firm/ company undertakes to indemnify Raipur Development Authority under ESIC Act.
5. That this affidavit is executed for submission in terms of proper compliance of the provisions of ESIC act, 1948 and to be submitted to Raipur Development Authority , RAIPUR

Deponent

Verification

I,/ S/o Shri aged about years resident of In the capacity as proprietor of the firm/company do hereby confirm what is stated above at point Nos. 1 to 5 are true and correct as per my knowledge and belief.

Date :-

Deponent

*May be deleted which is not applicable

(For Participating in "TENDER")

Undertaking To be Submitted along with Tendered bid

I, S/o aged about Years resident of In the capacity as Proprietor/Partner/Director of the firm as duly authorized do solemnly on oath state as under :-

1. That my/our firm is participating in Tender in IT Services like MIS, Up gradation & ERP Implementation etc. of Raipur Development Authority under NIT No. dated for Name of work:-

i)..... **ii)** **iii)**
iv)

2. That my/our firm's employees are not covered under the ESI Act as they are coming under the category of unorganized sector and migratory in nature, accordingly my/our firm M/s shall not be liable to pay ESIC on the work as mentioned in clause 1 above.

3. That at present my/our firm's all employees are duly paid remuneration which are not applicable for ESIC limit therefore ESIC is not applicable in case of my/our firm M/s on the work as mentioned in tender Bid in above clause No.1.

4. That in case if the contract/ Service work is awarded on my/our Bid by RDA I hereby agree and consent to execute an affidavit in favour of Raipur Development Authority and Director, ESIC in terms of proper compliance of the provisions of ESIC Act, 1948.

Tenderer