



Government of Maharashtra
Rajiv Gandhi Jeevandayee Arogya Yojana Society
Arogya Bhavan Fourth Floor,
St. Georges' Hospital campus,
Near CST station, Mumbai 400001, Maharashtra State
Website: <http://jeevandayee.org> and www.rajivjeevandayee.org
Email: ad.rgjay@gmail.com
Phone: 022-22626755,

REQUEST FOR PROPOSAL (R F P) for
Scanning and Storage of Counterfoils of Distributed Health
Cards

'The Rajiv Gandhi Jeevandayee Arogya Yojana Society' wishes to outsource the Job of Scanning of Counterfoil of distributed Health Cards and store in the form of images in secondary storage device like Hard Disk. The amount of the work is expected to be on continuous basis. The scanning must be with the help of good quality Scanner and using good quality Hard Disk which will be preserved for searching purpose. The successful bidder must supply Hard Disc of scanned documents to the Rajeev Gandhi Jeevandayee Arogya Yojana Society. The Hard Disks should be of reputed brand and the DVDs and Hard Disks should be good quality.

The Bidder should bring an application on the letter head, mentioning in the application the person authorized to collect RFP document at the office of the Rajiv Gandhi Jeevandayee Arogya Yojana Society, 4th Floor "AROGYA BHAVAN, St. Georges Hospital Compound, Mumbai - 400 001 from **13 February 2012 till 18 February 2012 during office hours (10.00 hrs to 17.00 hrs)** the same will be available for downloading at www.Jeevandayee.org on payment of non refundable tender document fee Rs.2000/- by demand draft drawn in favour of "Rajiv Gandhi Jeevandayee Aarogya Yojana Society , Mumbai " payable at Mumbai.

In case the tender is downloaded from the website, the tenderers should specifically super scribe "Downloaded from the website" on the top left corner of the envelope while submitting the response. Complete Tender documents should be submitted at the address mentioned below not later than the timelines given in the tender schedule. Proposals received later than the prescribed deadline date and time will not be considered for evaluation.

Address for submission of bid response:

Rajiv Gandhi Jeevandayee Arogya Yojana Society,
4th Floor, Arogya Bhavan, St. Georges Hospital Compound, Mumbai 400 001
Phone: 022 - 22626755
Email Id: ad.rgjay@gmail.com

All correspondence / communications about RFP, RGJAY should be made at the above address. The proposal shall be rejected summarily upon failure to follow procedure prescribed in the RFP document. Any conditional proposal is liable to be rejected.

The Rajiv Gandhi Jeevandayee Arogya Yojana Society, Mumbai reserves the right to increase or decrease the specified job and also reserves the right to cancel all the proposals without giving any reason to.

Not Transferable

Issued To

M/s. _____

Rajiv Gandhi Jeevandayee Arogya Yojana Society, Mumbai.

website: <http://jeevandayee.org> and www.rajivjeevandayee.org

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Important Clarifications

- Following terms are used in the document interchangeably to mean:
- 'RFP' or 'Tender' means this Request for Proposal document
- 'Bid' may be interchangeably referred to as 'Offer'
- 'RGJAYS' means Rajiv Gandhi Jeevandayee Aarogya Yojana Society
- GoM means Government of Maharashtra
- 'PBG' refers to Performance Bank Guarantee
- The term 'Bidder', 'Selected Bidder' and 'Successful Bidder' are used interchangeably throughout the RFP document

1. Invitation for Tender

This Request for Proposal is to invite offers from eligible bidders in single envelope system from companies registered in India under companies act 1956 or partnership register under the India Partnership Act 1932 for 'Scanning and Storage of Counterfoils of Distributed Health Card '.

The tender document can be purchased by the interested bidders(by providing an application on the letter head that the person is authorized to collect the document) from the office of the Rajiv Gandhi Jeevandayee Arogya Yojana Society, 4th Floor "AROGYA BHAVAN, St. Georges Hospital Compound, Mumbai - 400 001 from **13 February 2012 to 18 February 2012 during office hours (10.00am to 17:00 pm)** and the same can be downloaded from website : <http://jeevandayee.org> on payment of non refundable tender document fee Rs.2000/- by demand draft.

The details are given below –

Tender Reference No.	Rajeev Gandhi Jeevandayee Arogya Yojana/RFP-UOP 6/2011-12
Tender fee(Non Refundable)	Rs. 2,000 (Rupees Two Thousand Only) This will be in the form of Demand Draft (DD) of a nationalized bank drawn in favour of " Rajiv Gandhi Jeevandayee Arogya Yojana Society, Mumbai " payable at Mumbai.
Earnest Money Deposit(EMD) (Refundable)	Rs. 50,000(Rupees Fifty Thousand Only) This will be in the form of a Demand Draft of a nationalized bank in favor of " Rajiv Gandhi Jeevandayee Arogya Yojana Society, Mumbai " payable at Mumbai to be submitted along with the Proposal Covering Letter (Annexure –D).
Address for Communication	Office of the Rajiv gandhi Jeevandayee Arogya Yojana Society 4 th Floor, Arogya Bhavan, St. Georges Hospital Compound, Mumbai - 400 001 Phone No.: 022-22626755 E-mail: ad.rgjay@gmail.com
Telephone Number	Phone No.: 022-22626755

2. RFP Schedule - Important Dates

Event	Target Date
Start date of sale / availability of tender document (in person and through download)	13 February 2012 to 18 February 2012 (10:00 hrs to 17:00 hrs)
Last date and time to send in requests for clarifications on the tender	1400 hours 15 February 2012
Pre- Bid Conference	1500 hours 15 February 2012
Last date for purchasing the tender document	18 February 2012
Last date and time for submission of bids (both technical bid)	1100 hours on 21/02/2012
Opening of Technical Bid	1200 hours on 21/02/2012
Address for submission of bid response	Office of the Rajiv gandhi Jeevandayee Arogya Yojana Society 4th Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone No.: 022-22626755 E-mail: ad.rgjay@gmail.com
Presentation / Demonstration on solution offered by the bidders	To be intimated in due course of time
Declaration of short-listed bidders for empanelment	To be intimated in due course of time

Bidders are required to note carefully, the requirements for submitting the bids as set-forth in this bid document, and the date and time for submission of Bids (Technical). Late bids and bids without the required EMD and Tender Fee shall not be considered for evaluation and shall either not be received or returned unopened.

3. Instruction to the Bidders

3.1. Terms Used

“Eligible Bidder” means bidder satisfying technical qualifying criteria.

The term **“Purchaser”** means Chief Executive Office Rajiv Gandhi Jeevandayee Arogya Yojana, Mumbai.

“The Vendor” means the successful bidder or the dealer of the successful bidder with whom the Purchaser enters into Contract against this RFP.

“The term Contract” means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

“The Contract Price” means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations;

“Services” means services to be provided as per the requirement mentioned in the scope of work;

“Noncompliance” means failure/refusal to comply the terms and conditions of the tender;

“Non responsive” means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following the procedure mentioned in this RFP/ required details or documents are missing/ not clear/not submitted in the prescribed format or non submission of tender fee or EMD.

3.2. Submission of Tender Offers

Sealed Tender offers shall be received before the time and date specified in the schedule in this RFP. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. The RGJAYS may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on the website. Telex, cable or facsimile offers will be rejected.

3.3. Method of Submission of Tender Form

Technical Offers should be submitted by the bidders only and technical bid should be submitted by bidders who accept the rate quoted by the society and willing to be empanelled

Tender should be submitted on or before last date of submission.

3.4. Late Submission

The bids submitted late shall not be considered or returned unopened or liable to be rejected by the department as per its discretion. Late tender on any account shall be rejected summarily. Delay due to Post or any other reason will not be condoned

3.5. Cost of Bidding

The Bidder shall bear all costs (whether in terms of time or material or money) associated with the preparation and submission of its tender including but not limited to attending meetings, discussions, demonstrations etc. and providing any additional information required by the department,, and the purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

3.6. Opening of tender

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

Opening of Technical bid -Technical bid of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives

3.7. Earnest Money Deposit

The bidder needs to submit the Earnest money deposit (EMD) for Rs. 50,000 (Rupees fifty thousand Only) along with the tender form. EMD must be submitted in the form of a demand draft or bank guarantee from any nationalized or scheduled bank in the form provided in the tender document (Annexure J) and valid for 45 days beyond the validity of the tender in favor of 'Rajeev Gandhi Jeevandayee Arogya Yojana Society, Mumbai '. Offers make without Earnest Money Deposit will be rejected. Tenderer shall not be entitled for any interest on EMD

EMD will be returned to the successful bidders only after it submits a Performance Bank Guarantee (PBG) as per the format given in Annexure F which will be 10% of the value of contract expected through this RFP at the time of signing the contract. Unsuccessful tenderer's EMD will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the purchaser.

The EMD / Bid Security may be forfeited if the bidder fails:

- To execute the agreement / contract within given period of time from the date of the issue of the Letter of the Intent.
- To submit PBG as specified in the terms and conditions.
- Erasures or Alternations and Signing of Tenders Offers

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized to the sign such documents. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The person or persons signing the tender offer shall initial all pages of the tender offer (technical bid response), except for any un-amended printed literature.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

3.8. Costs and Currency

The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3.9. Fixed Price

The Commercial Offer shall be on a fixed price basis exclusive of all taxes and levies including Octroi (all direct and indirect taxes including local duties, levies etc). All the taxes and levies will be paid on as per actual basis.

3.10. Offer Validity Period

The tender offer must be valid maximum for 24 months from the date of opening of the tender.

3.11. Right to Alter Items

The Purchaser reserves the right to include or exclude any tender item/s and to make change in specifications of any items. The selected bidder will have to comply with the alterations done.

3.12. Modification and Withdrawal of Offers

The Bidder may modify its bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the Purchaser before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

3.13. Preliminary Scrutiny

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For the purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender

Documents without any material deviations. The purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

RGJAYS, GoM will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the pre-qualification criteria mentioned in Annexure B1.

The RGJAYS, GoM reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the committee, if he finds, it is in the interest of the Government. The decision in these regards of RGJAYS, GoM will be final and binding on all Bidders.

3.14. Clarification of Offers

- To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing. Amendment of bidding Document
- At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- All prospective bidders who have attended the pre-bid conference /purchased the bidding documents will be notified of the amendment in writing.
- In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.
- Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender.

3.15. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

3.16. Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral,

which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

- b. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- c. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.
- f. Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid

4. Introduction to Rajiv Gandhi Jeevandayee Arogya Yojana

The prime objective of the 'Rajiv Gandhi Jeevandayee Arogya Yojana' scheme is to 'improve access of Below Poverty Line (BPL) and Above Poverty Line (APL) families (excluding White Card Holders as defined by Civil Supplies Department) to quality medical care for identified specialty services requiring hospitalization for surgeries and therapies or consultations through an identified network of health care providers'.

The beneficiary families would be identified through the "Rajiv Gandhi Jeevandayee Health Card" issued by the Government of Maharashtra or based on the Antyodaya Anna Yojana card (AAY), Annapurna card, Yellow and Orange ration card issued by Civil Supplies Department. The scope of this RFP covers all beneficiary families from eight districts across Maharashtra viz. Gadchiroli, Amravati, Nanded, Solapur, Dhule, Raigad, Mumbai city and Suburban Mumbai. The total number of beneficiary families in the state would be around 4903140. The District wise profile of the beneficiary families is given below:

Phase-I	Districts	Population	Approximate number of Beneficiary Families (Source FCS records)	# health card got printed and dispatched for distribution*
1	Gadchiroli	970294	182889	152709
2	Amravati	2607160	559473	466960
3	Nanded	2876259	543961	304947
4	Solapur	3849543	830011	650000
5	Dhule	1707947	397674	324417
6	Raigad	2207929	566231	379693
7	Mumbai City	3338031	482073	439672
8	Mumbai Suburban	8640419	1340828	1245147
Total		26197582	4903140	3963545

* Figures are subject to change

The layout of the health card is given under Annexure K. The health card is identified using unique health card number and barcode. The health card also holds a barcode number which is generated using the following attributes of the beneficiary:

- District Code
- Taluka Code
- Village Code
- Ration Shop Number
- Ration Card Number

The health cards will be distributed to the beneficiaries from the ration shops. The printed health cards will be distributed to the District Collector Office in case of districts and to the Rationing offices in case of Mumbai City. The District Collector Office office will receive

health cards, acknowledge the same and will send the Taluka wise health card boxes to the Tehsildars of respective Talukas. Further health cards will be distributed to the Talathis in Villages and from there the health cards will be distributed to the beneficiaries in case of Districts. In case of Mumbai City, the Rationing Officers will get the health cards received acknowledged and will provide these to the Supply Inspectors appointed at various Ration Shops from where the Health cards will be distributed to the end beneficiaries.

The health cards will be distributed to the beneficiaries where 2 B-2 group family photograph will be pasted on the health card and the health card counterfoil and 1 B-2 group family photograph will be pasted the health card register. The beneficiary and the distributing authority will then sign on two places on the health card, one being on the counterfoil part. Once all these activities are done the counterfoil will be torn apart from the health card, where the health card will be given to the beneficiary family and the counterfoil will be kept with the distributing authority which will then be given to the RGJAYS for getting them scanned and mapped with the B-1 verification forms scanned.

The objective of this project is to scan and store the counterfoil of the distributed health card. The scanning must be performed for one side of the counterfoil which consist the B2 size family photograph, Mobile No. of the beneficiary and the Bar Code No. and Health Card No. The scanning of counterfoils is to be done in the way where the scanned images are renamed with the Bar Code No. and the Mobile No. written on the Counterfoil has to be captured and stored in the excel database against the Bar Code No. The amount of the work is expected to be on a continuous basis across Maharashtra State. The approximate amount of the work expected under Phase-1 and the scope of the project is 39 lakh counterfoils which is subject to change. The broad level scope of work of scanning the counterfoil is given below.

5. Project Scope of Work

5.1. Mechanism of receiving the counterfoils

The counterfoils will be received on continuous basis in Ration Shop packets; packed Taluka wise in case of Districts and Rationing Office wise in case of Mumbai city.

The scanning agency will receive the following reports along with the counterfoil packets from the Districts/City.

Acknowledgement format from Districts

District Name	Taluka Village	# Villages	No. of health cards printed and received at districts on _____	# Ration Shops & date of receipt of Health Card	No. of health cards distributed to beneficiaries	No. of counterfoils received, packets sent to RGJAYS	No. of health cards not distributed
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (6)	(8)

Acknowledgement format from Mumbai City

Mumbai City	Zone Name	Rationing Office (RO) name	No. of health cards printed and received at RO Mumbai _____	# Ration Shops	No. of health cards distributed to beneficiaries	No. of counterfoils received, packets sent to RGJAYS on _____	No. of health cards not distributed
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (6)	(8)

At the time of receipt of Counterfoils and above mentioned Reports, Scanning Agency will count the no. of boxes received Taluka wise in case of Districts and Rationing Office wise in case of Mumbai City. The Report prepared on the same will be signed by the Scanning Agency and govt. official (*to be decided later*). The Scanning Agency will prepare the Report in the below mentioned formats:

Acknowledgement to be given by the Society to the District/City

In case of Districts:

District Name

Rajiv Gandhi Jeevandayee Arogya Yojana, Government of Maharashtra

Signature and Stamp of Tenderer

1	2	3	4
Taluka Name	# Villages	# Village Boxes received	# Counterfoils received

In case of Mumbai City

1	2	3	4	5
Rationing Office Name	Zone Name	# Ration Shops	# Boxes received	# Counterfoils received

One copy of acknowledgment shall be submitted to the Society on the same. A tentative format of the acknowledgement is given below. The scanning agency shall identify a Single Point of Contact (SPOC) for coordination with the society.

Acknowledgement to be given by the Society to the District/City

5.2. Scanning the counterfoil

At the receipt of the counterfoils the Scanning Agency will start getting the Counterfoils scanned at either the selected bidder place/RGJAY office

The following steps have to be followed while getting the counterfoils scanned

Operational Procedures to be followed during Scanning of Counterfoils

In case of District

Step 1: A District wise Folder need be created

Step 2: Taluka wise Folders to be created

Step 3: Scanned Images to be stored with respective Barcode No/ Health card No.

In case of City

Step 1: Mumbai City folder needs to be created

Step 2: Rationing office wise folders to be created

Step 3: Scanned Images to be stored with respective Barcode No/ Health card Number.

Once the Scanning is completed, the Scanning Agency will get the scanning details updated in the below mentioned Reporting formats Reports received above to enable RGJAYS to know no. of counterfoils received and scanned Taluka Wise.

For Districts

District Name	Taluka Name	# Villages	# Ration Shops	No. of counterfoils received,	No. of Counterfoils scanned	No. of Counterfoils unscanned	Total (5)=(6+7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

For Mumbai City

Rationing Office Name	Zone Name	# Ration Shops	No. of counterfoils received,	No. of Counterfoils scanned	No. of Counterfoils unscanned	Total (4)=(5+6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

5.2.1. Mapping of Counterfoils with B-1 Verification Scanned

The data backup of the scanned images of counterfoils stored with Bar codes/ Health Card Number will be given to MDI India software team subject to RGJAY permission and approvals. MD India team will get the scanned images of the counterfoils and B-1 verification forms mapped in the system which will enable one to view both i.e. B-1 verification forms and counterfoils one he/she searches with the Barcode / Health card number / Ration card number.

- Scanning of counterfoils would be undertaken at RGJAYS office / Successful bidder's office. The document/form /page shall be scanned on a 300 DPI resolution in color.
- The scanned document shall be converted into JPEG of not more than 200 KB in size.
- The selected bidder shall perform the following Image Enhancement Activities
 - ✓ The selected bidder should ensure that quality of scanned images are enhanced up to the optimum level and required image enhancement activities like De-skew (to make the images straight), contrast ratio setting etc. has been done on the documents.
 - ✓ The selected bidder must be able to carry out cropping and cleaning of image like removing black noises around the text, and providing the equal margins all around the text.
 - ✓ In case the documents / forms are not legible / content is not visible, it will be the bidder's responsibility to scan them on high resolution i.e. 600 dpi or higher. No extra payment shall be made for the same.
- The decision on the premises of scanning will be conveyed to the bidders on due course of time.
- The selected bidder will use its own IT infrastructure. This shall include, but is not limited to Network Connectivity (LAN, Internet), Computers with antivirus, UPS, and Gensets etc. for document scanning. The selected bidder will have to ensure the confidentiality and security of the counterfoils and the scanned data. Any default, if identified, will lead to termination, forfeiture of PBG and further legal action.
- The selected bidder would deploy its own human resource for all the aforementioned activities. The selected bidder shall deploy adequately skilled manpower resources to complete the job within the specified time.

5.3. Storing and handing over the images to Society

The selected bidder must supply the Hard Disk drive which is USB powered and having the capacity to store the scanned images of Counterfoils scanned to the Rajiv Gandhi Jeevandayee Arogya Yojana Society. The scanned images will be stored in the HDD district wise in case of district. In case of City, it must be stored, rationing office wise. The images must be stored based on respective barcode number or health card number.

5.4. Returning the counterfoils to Society

The scanning agency shall return the counterfoils without any damage to the society within 2 working days of completion of scanning of counterfoil along with the hard disk and the Reports as mentioned above. On return, the scanning agency shall update the acknowledgement receipt with the details of number of counterfoils returned. The society after verifying the count will provide the acknowledgement and also will update their copy of the acknowledgement.

5.5. Reports

The format, content, periodicity and other information related to any other reports shall be discussed and finalized with the successful bidder before the commencement of the project. This will be a manual reporting and no specific tools are required for the same.

5.6. General

- It is the absolute responsibility of the selected bidder to ensure that the contents of the digitized documents match the counterfoil content to the extent possible and to the satisfaction of the Society.
- Suitable hardware infrastructure/facilities have to be established onsite at the premises that shall be allocated to do the digitization work.
- Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents
- The bidder shall ensure that the scanned images are not replicated from the secondary storage source for any other unauthorized purpose other than printing. Any default, if identified, will lead to termination, forfeiture of PBG and further legal action.
- The successful bidder has to identify a Single Point of Contact (SPOC) for coordination with the society on a daily basis. It will be the responsibility of the SPOC to submit the daily reports to society.

6. Service Level Agreement

6.1. Service Level Objectives

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to RGJAYS for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by Society in the Service Level Agreement with Successful bidder.

The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

Note: Liquidated Damages shall not be levied on the successful bidder in the following cases:

- The non compliance to the SLA has been solely due to reasons beyond the control of the bidder
- There is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.

6.2. SLA definition, Measurement and Monitoring

Images scanned shall be verified by the officer / in-charge concerned as desired on a random basis. The scanned image shall be compared with reference to the counterfoil. The quality of scanning document would be inspected by respective office by random selection of scanned document. 1% of total scanned pages will be randomly selected and then verified by the respective offices.

If any scanned image is found improper, the entire batch of scanned images shall be re-scanned with no additional cost of rescanning to the Society. It shall be the responsibility of the successful bidder to rescan all such improperly scanned images. Corrupt images or duplicate scans will not be charged to society at all. There shall again be a comparison of such images by the authority concerned and nonconformance found would be levied penalty as mentioned below and the rescanning would have to be done free of cost by the successful bidder.

Service	Penalty in case of default
For every image of improperly scanned counterfoil (to be decided by the nodal officer)	75% of the per page cost

For every counterfoil not scanned	75% of the per page cost
For every instance of default in meeting the timeline defined by society for scanning and storage	50% of the per page cost
For every instance of default in meeting the timeline defined by society for returning the counterfoil to the society	50% of the per page cost
For every form unreturned or returned improperly to the Society or damaged by the bidder (to be decided by the nodal officer)	50% of the per page cost

6.3. Liquidated Damages

In case of Purchase order being issued to the bidder, the bidder shall start the work for the same PO within maximum of 3 days of issuance of PO. In case of failure to initiate the project in 3 days, provisions of 2% of the order value per week of delay as liquidated damage shall be levied on the bidder and same shall be deductible from the vendor's payment.

The liquidated damages shall be calculated and deducted from the immediate payment due.

All above mentioned liquidated damages are exclusive to each other

The maximum liquidated damages at any point of time and for any period should not exceed 25% of project cost. If the penalty exceeds this amount, Society, GoM reserves the right to terminate the contract. The project cost for this purpose shall be the rate per image multiplied by the estimated image volume mentioned in the /PO.

6.4. Force Majeure

For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure will be accepted on adequate proof thereof.

If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis

7. Qualification Criteria and Bid Evaluation

7.1. Prequalification Criteria

The pre-qualification criterion for the initial short listing of the bidders is mentioned in Annexure B1.

7.2. Evaluation

An evaluation committee so constituted by RGJAYS, GoM will evaluate the bids i.e. technical as per the following pattern:

- Conditional bids shall be summarily rejected. The bidder should quote only one solution
- Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- The RGJAYS, GoM may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- Further, the scope of the evaluation committee also covers taking of any decision with regard to the tender Document, execution/ implementation of the project including management period.

Selection process:

- Selection of the bidders will be based on technical evaluation process:
- For all the bids submitted, first the pre-qualification criteria will be examined and only for those bids which qualifies the pre-qualification criteria, the technical evaluation will be performed on the basis of technical evaluation criteria mentioned in Annexure B2, for which the Bidders may be asked to make presentation and give documentary proof before the authorized person or the Tendering Committee.
- Minimum marks for the qualification in the Technical evaluation to be empanelled is 70 out of 100 (total)
- Technical Bids received without tender fee and bid security (EMD) shall be rejected.

7.3. Structure of the Bid Response

Technical Bid Response - The bidder should note that rate mentioned sufficiently covers the expenses that the bidder shall incur for scanning capture module, hardware, Hard Disk and resources employed for the project as mentioned in the scope of work and Annexures. The technical bid should comprise of the following documents:

- Annexure – A Company Profile
- Annexure – B Technical Qualification Criteria
- Annexure – G Self Declaration Form for not having pending cases in court of law

- Annexure – H Notarized Affidavit for being a non blacklisted firm
- Power OF Attorney for the authorized person signing the bid documents
- Collaterals or marketing materials for the solution and Scanners being provided.
- Copy of ISO Certification.
- Supporting documents for financial details of the company (Turnover and Net Worth, Service Tax Registration etc. as per Annexure A)
- Manufacturer’s Authorization Form (From scanning solution provider)
- Project Implementation plan, methodology and approach etc.
- Details of offices across and around Maharashtra.
- All other supporting documents as per the requirements of the RFP

Commercial Bid Response shall be as per Annexure E - Prices quoted elsewhere shall be liable to rejection of the entire bid response.

- The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for printing, packaging, distribution and resources employed for the project as mentioned in the scope of work.
- The rate quoted should be exclusive of VAT, Sales Tax, etc., duties and any other levy attracted to the item applicable as of the last date of submission of the tender.

The respective responses should be duly super-scribed "Technical Bid for Request for Proposal for Scanning and Storage of Counterfoil of distributed Health Cards" and "Commercial Bid for Request for Proposal for Scanning and Storage of Counterfoil of distributed Health Cards". These cover should also indicate the name and address of the Bidder submitting the offers.

The Name of the Bidder and due date of the RFP is to be specifically mentioned on the top of the envelopes.

In case the tender is downloaded from the website, the tenderers should specifically superscribe "Downloaded from the website" on the top left corner of the envelope while submitting the response.

7.4. Selection Criteria

The Technical Bids of all the Bidders scoring 70% or more marks will be considered for Commercial Bid evaluation. The criteria’s for commercial bid evaluation are as follows

- The date and time of opening of Commercial Bid responses will be intimated to all the successful Bidders after the technical evaluation.
- After opening Commercial Offers of the technically qualified bidders, they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

- The substantially responsive Bidder quoting the lowest price or the L1 price in the Commercial Bid will be identified as L1 bidder
- The society will also identify other bidders as L2, L3 and so on based on the ascending order of their quote.
- On selection of a L1 bidder, the bidder will be considered for award of contract and will be called for negotiation with the Society.
- In case, the L1 bidder declines to carry out the work, the L2 bidder will be called for negotiation with the Society. The L2 bidder will be asked to match the L1 bidder's quote and will be considered for award of contract upon agreement. If the L2 bidder also declines to carry out the work or match the L1 quote then the L3 bidder identified will be similarly considered by the Society, so on and so forth.
- On successful completion of negotiation, the selected bidder will be awarded the contract.

7.5. Contract Negotiations

The Purchaser may enter into negotiations with the preferred bidder (winner) to identify any changes/modifications required to the Technical and Commercial proposal. The Purchaser reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract.

7.6. Notification of Award

The Purchaser will notify the successful Responsive Bidders in writing or by Fax about the acceptance of its Bid and the same will also include the formation of contract. Upon the furnishing of Performance Security of the successful Bidders, the EMDs of all the unsuccessful Bidders will be returned.

7.7. Deciding Award of Contract

The GoM reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidders on the already submitted Technical Proposal at any point of time.

The Bidder shall furnish the required information to RGJAYS, GoM and its appointed representative on the date asked for, at no cost to the GoM. The RGJAYS may at its discretion, visit the office of the Bidder any time before the issue of Letter of Award.

RGJAYS, GoM shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Technical Proposals will be returned unopened after completing the selection process.

The bidder's names, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the GoM at the opening.

The Purchaser shall be under no obligation to accept offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

8. Terms and Conditions Governing the Contract

8.1. Signing of Contract

- The Selected Bidder shall execute an agreement of contract in a given format (as in Annexure - I) within 24 hours from issue of the letter of intent from RGJAYS, GoM. In exceptional circumstances, on request of the successful bidder in writing for extension, RGJAYS, GoM reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- At the time of signing the agreement if the work is allotted, the successful Bidder shall submit Security Deposit on behalf of each of his dealers for 10 % of contract value in the form of Bank Guarantee drawn on any Scheduled Bank in favour of the Rajiv Gandhi Arogya Society, GoM format given in Annexure. Without this agreement will not be executed.

8.2. Performance Bank Guarantee (PBG)

- The successful bidder shall at his own expense deposit with Rajiv Gandhi Jeevandayee Arogya Society, an unconditional and irrevocable PBG (which is approximately 10 % of the value of contract) for the due performance and fulfillment of the contract by the bidder. The format for PBG is given in Annexure F.
- The performance guarantee shall be denominated in the currency of the contract.
- This performance bank guarantee will be for an amount as mentioned above. All charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
- The performance bank guarantee shall be valid until the end of three months after the completion of the contract with the successful bidder.
- The performance bank guarantee may be discharged/ returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract after furnishing indemnity bond. However, no interest shall be payable on the performance bank guarantee
- In the event of the bidder being unable to service the contract for whatever reason, RGJAYS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RGJAYS under the contract in the matter, the proceeds of the PBG shall be payable to RGJAYS as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. RGJAYS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- RGJAYS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any

payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

8.3. Validity Period of the contract

The contract shall remain valid for 24 months from the date of award of contract however the RGJAYS may alter the validity of contract with a prior notice of 1 week to the selected bidder. The contract will remain valid for purpose of completion of work mentioned in project scope during the validity of the contract.

8.4. Responsibilities of Bidder

- The bidder is solely responsible for terms and conditions of the contract. Consortiums are not allowed as a part of this RFP.
- The responsibility of the bidder under the contract will be adhered to the project scope and support thereafter. Any action taken by the RGJAYS in respect the quality and service support shall be challenged only by the Vendor.
- The bidder shall submit the support plan which will include details of contact and escalation matrix to which the purchaser will contact for support.
- The bidder shall be responsible for installing only licensed software with regard to scanning capture application.
- The bidder is also responsible for providing manpower for the sustenance of the scanning, and storage process from the start till the end of the project.
- For all the scanning activity carried out by the bidder a detailed activity timelines should be submitted to the concerned officer in charge before the start of the activity and a weekly progress report to be submitted to the client.

8.5. Timelines

Timeline in execution of project is of utmost importance. The timeline for completion of each activity will be informed by the Society in due course of time.

8.6. Transfer and Sub- Letting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. The Bidder shall not outsource the works assigned to any other agency except their direct franchisees under any circumstances. This violation will attract forfeiture of EMD and cancellation of work order. The cost incurred on executing the work order through other empanelled source will also be recovered from the outstanding bills or by raising claims. Consortium is not allowed as a part of this RFP. No outsourcing of work would be allowed in the project.

In case of bidder hiring workforce from its empanelled HR consultancy firm for the actual scanning and indexing activity, the project management, supervisors and other senior

positions for project execution have to be held by resources which are on the Payroll of the bidder. Bidder will have to give an affidavit for the same before the start of the project.

8.7. Suspension and cancellation of Contract

- The contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the RGJAYS without issuing notice on any of the following circumstances/reasons:
 - ✓ Violation of any condition of the tender/ contract or part of any condition of the tender contract or
 - ✓ Deviation found in quality and quantity of the product supplied, or
 - ✓ If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.
- As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the contract of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated.
- If the Bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, Purchaser reserves the right to select another Bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected Bidder
- Purchaser may by written notice sent to the selected Bidder, terminate the work order and/or the contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of work under the work order and/or the contract is terminated, and the date upon which such termination becomes effective. Purchaser reserves the right to elect :
 - ✓ To have any portion completed at the work order and/or the contract terms and prices; and/or
 - ✓ To cancel the remainder and pay to the selected Bidder an agreed amount for partially completed services

8.8. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract. The Society reserves the right to change/alter any of the guidelines issued

with regard to the scope of the work in written and the selected bidder will have to comply the same.

8.9. Corrupt or fraudulent Practices

- The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:
- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the Contract, procurement process or in contract execution;
- In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- “Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

8.10. Resolution of Disputes

RGJAYS, GoM and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Law Department, Government of Maharashtra (“Law Secretary”). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration

and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai, Maharashtra, India.

8.11. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Civil Courts Mumbai only.

8.12. Payment Terms and Schedule

The payment calculation would be as follows - **Payment = [Number of images (pages) correctly scanned * rate per image (page) as per the commercial bid – applicable penalty for the images scanned (as detailed in the SLA section)]**

The verification of the forms scanned and entered into the system shall be done by the nodal officer of that particular office. The forms would deem to have verified only upon signoff by the nodal officer concerned. It would be a visual inspection to ensure that the scanned images are good enough for printing of health cards.

Payment schedule:

Payment to the bidder for the invoice raised for the work carried out would be based on the completion of the minimum defined scanning and indexing work.

- 80 % of the payment would be disbursed after the completion of work.
- 20% of the remaining payment would be disbursed on the completion of 2 months.

8.13. Indemnity

Service Support partner shall indemnify, protect and save the Indenter/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

8.14. Publicity

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer. The vendors shall not print the contract at their own end. It will be seen as violation of the terms and condition of the contract.

9. Annexures

9.1. Annexure A: Company Profile

(The following details need to be filled in by the bidder. Please note that consortiums are not allowed as a part of this RFP).

Details of the Bidder	
1. Name and complete address of the firm / Company /Organization.	
2.Details of Registered office- Address: Telephone: FAX No (s): E-mail address: Website:	
3.Income Tax Registration number (PAN):	
4.Service Tax Registration No.:	
5.Whether public Limited Company or Private Limited Company or any entity(Give details):	
6. Turnover (In INR Crores) during the last three financial years	2010 – 2011: 2009 – 2010: 2008 – 2009:
7. Net worth of the company / firm / organization during the last three financial years.	2010 – 2011: 2009 – 2010: 2008 – 2009:
8. Name and address and designation of the persons who will represent the Bidder. (Attach letter of authority)	
9. Details of service / support network and infrastructure available in India (if any):	
10. Valid Service Tax Registration Certificate	
<p>Note: Above details are mandatory, additional sheets may be used for submission of above mentioned details.</p> <p>(Authorized Signatory) (In Capacity of) Stamp: _____</p> <p>Place: _____ Date: _____</p> <p>Organization Name: _____</p> <p>Business Address: _____</p>	

9.2. Annexure B1: Technical qualification proposal checklist

	Prequalification Criteria	Supporting Documents required	Document Attached (Yes / No)	Page No
1	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last five years.	Certificate of Incorporation/ Registration		
2	Bidder should have experience of data entry and scanning with Central / State Archives/ Departments or similar institutes. (Supporting documents to be attached)			
3	The bidder should have executed at least one single order of scanning of minimum 10 Lakh pages in each financial year for the past three years. Certificate of Satisfactory work completion should be attached.			
4	The bidder should have a turnover of at least Rs. 1 Crores over 3 years or 2 years from Imaging / Scanning and Document Management Solution related business.	Provide the copy of the audited balance sheet of the company, and / or certificate from the Chartered Accountant.		
5	The bidder should have positive net worth with a total turnover of more than Rs2.00 Crores for each of the last three Financial Years (2008-09, 2009-10 and 2010-11) for IT related activity.	Audited/Certified Annual Financial Statements and Annual Report for the three financial years (2008- 2009, 2009-10 and 2010-11). CA Statement regarding turnover from IT related activities.		
6	The bidder may preferably have ISO 9001:2000 certification for the scanning and digitization related business.	Valid ISO certificate needs to be attached		
7	The bidder should have a local office in the state of Maharashtra.	Letter of Undertaking by the bidder		

8	The bidder needs to submit a Manufacturer's Authorization Form from the scanning solution provider	MAF to be submitted in original		
9	The bidder shouldn't have been blacklisted by any state / central govt. body / Public Sector Undertaking for any fraudulent and corrupt practices at any point of time in India.	Undertaking from the bidder as per the format given in Annexure - H		

9.3. Annexure B2 - Technical Evaluation Criteria

	Technical Evaluation Criteria	Score
A	Overall experience / Organizational strength	30
	Previous Experience in scanning, digitization and document management solution .Bidder should have at least 2 reference sites in Maharashtra (3 marks per site for every sites above minimum requirement of 2 sites)	
B	Scanning and Digitization based project implementation related to experience in state of Maharashtra (2 marks per project)	10
C	Volumes (pages) of the scanning projects 10,00000=2 marks 2500000= 3 marks 5000000 = 5 marks 5000000 to 1cr = 10 marks	10
D	Approach and Methodology	25
E	Demonstration of the proposed module and complete process of Scanning	25
	Total	100

9.4. Annexure C: Clarification seeking format

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

9.5. Annexure D: Format for Commercial Bid

The format for commercial bid is given below –

Item	Cost Item	Basic per unit cost (Rs. Per counterfoil)	Taxes Rs.	Transport/incidental charges if any Rs.	Total Unit cost (Rs. Per Conterfoil)	Total unit cost (in words)
Scanning - Counterfoil						

Note: The bidder should take care that rates mentioned above sufficiently covers the expenses that the bidder shall incur for Computers with Antivirus, Hardware, and Resources employed etc. for the project and maintenance as mentioned in the scope of work.

9.6. Annexure E - Proposal Covering Letter

Date: _____

To
The Chief Executive Officer,
Rajiv Gandhi Jeevandayee Arogya Yojana Society,
4th Floor, Arogya Bhavan
St. Georges Hospital Compound, Mumbai 400001
Phone No.: 022-22626755
E-mail: ad.rgjay@gmail.com

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to execute job under the above-named Contract in full conformity with the said tender document.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

9.7. Annexure F - Performance Bank Guarantee Form (PBG)

To
(Name of Purchaser)

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____ 20__ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's Performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__

Signature and Seal of Guarantors

Date _____

Address: _____

9.8. Annexure G - Self Declaration Form for not having pending cases in court of law

To

Chief Executive Officer,
Rajiv Gandhi Jeevandayee Arogya Yojana Society,
4th Floor, Arogya Bhavan
St. Georges Hospital Compound, Mumbai 400001
Phone No.: 022-22626755
E-mail: ad.rgjay@gmail.com

Dear Sir,

I hereby declare that there are no pending cases against M/s _____
(Name and Address of Bidder) with Government of Maharashtra or any other court of law.

Signature of Bidder _____

Business Address _____

Place:

Date:

9.9. Annexure H - Notarized Affidavit

Undertaking (to be submitted by the bidder)

We M/s _____ (Name of the Bidder) having head office at undertake that we are not blacklisted by the Central Government, State Governments or Public Sector Undertakings in India.

Signed on behalf of M/s _____ (Name of Bidder)

Place:

Date:

9.10. Annexure I - Draft Contract Form (CF)

THIS AGREEMENT made the _____ day of _____ 20__

BETWEEN

The Chief Executive Officer, Rajiv Gandhi Jeevandayee Arogya Yojana Society, 4th Floor, Arogya Bhavan, St. Georges Hospital Compound, Mumbai 400001 which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

<Name of the Successful Bidder / Vendor> (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its corporate office at <Office / communication address of the Bidder / Vendor> of the Second Part.

WHEREAS the contractor has tendered for providing services to ‘CEO, Rajiv Gandhi Jeevandayee Arogya Yojana’ as per the terms and conditions mentioned in the <Provide Reference to the Annexure of the RFP containing the contract> of the Request for Proposal (from herein after referred to as “RFP”) and the all subsequent corrigendum’s published document, at a value as per empanelment. Whereas such tender has been accepted and the contractor, on behalf of all his dealers, has deposited / provided Bank Guarantee to ‘CEO, Rajiv Gandhi Jeevandayee Arogya Yojana’ , GoM for the sum of **Rs. <Amount>** /- (Rupees <Amount> only) as security for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice No: <Tender Document Number> dated <Date> as well all response to queries via email dated <dates of all Communication> and corrigendum issued on <dates of all corrigendum> which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 24 months from the date of efflux of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to ‘CEO, Rajiv Gandhi Jeevandayee Arogya Yojana’ , GoM under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of <period of Contract> months from the date of entering into the contract or the end of <any time period of the validity of the contract as specified in the RFP>, whichever is later, but ‘CEO, Rajiv Gandhi Jeevandayee Arogya Yojana’ , GoM may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness whereof the said Contractor hath set his hand hereto and the ‘CEO, Rajiv Gandhi Jeevandayee Arogya Yojana’ has affixed his hand and seal thereto the day and year first above written.

All terms and conditions as specified in the RFP, clarifications issued and corrigendum issued in regards to the Ref. No. : <Tender document Number> as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

The Contractor shall be responsible to abide and shall be liable to deliver at bear minimum to the requirements/deliverables as has been specified to in the RFP, clarifications issued and corrigendum issued in regards to the Ref. No. : <Tender document Number> as has

been mentioned above and any higher deliverables as has been committed to by the Contractor in the Proposal or any subsequent document submitted to and accepted by CEO, Rajiv Gandhi Jeevandayee Arogya Yojana'as part of award of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) <Reference to be drawn to all relevant documents such as RFP, Clarifications, Corrigendum, Technical Bid, Letters from Contractor accepting abidance by RFP>

IN WITNESS whereof the parties hereto have signed this on the _____day, _____month and _____year first herein above written.

Signed, sealed and delivered

By
CEO

For and on behalf of
"Rajiv Gandhi Jeevandayee Arogya Yojana Society", Government of Maharashtra

Signed, sealed and delivered

By

For and on behalf of "<vendor> "

Witnesses:

- (1)
- (2)

9.11. Annexure J - Format for Bank Guarantee for EMD

Whereas..... (Hereinafter called "the Tender err") has submitted its tender dated..... (Date of submission of bid) for the supply of..... (Name and/or description of the goods) (Hereinafter called "the tender").

KNOW ALL PEOPLE by these presents that WE..... (Name of bank) of..... (Name of country), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto..... (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its tender during the period of tender validity specified by the Tenderer in his tender; or
 - (b) does not accept the correction of errors in accordance with the Instructions to tenderers; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Agreement if required; or
 - (b) Fails or refuses to furnish the Security deposit, in accordance with the terms and conditions stipulated in the tender document;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature and Seal of the Bank)

9.13. Annexure L - RIDER A

27. RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

28. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made there under.

29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

30. APPLICABLE LAWS

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

31. INDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.