

Terms and conditions for scanning and digitization of Records

1. Buyer`s Obligation

1. Buyer shall provide adequate space and access to the authorised personnel of the vendor to work in the specified area. Buyer shall also nominate a Nodal officer from its organisation to coordinate with Vendor to set up the digitisation facility.
2. Buyer shall nominate officer (department/unit/cell wise) who will hand over the records to be digitized to the authorised person of the vendor and also take back the same.
3. Buyer shall nominate officer (department/unit/cell wise) to receive and verify the quality and quantity of the digitized records. Such officers may be authorised to verify vendor's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the vendor.
4. Buyer shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the vendor's claims. Normally A4 size and Note Sheets are the major components of scanning work in the government departments. In case scanning work of higher sizes are requested then the nodal officers shall certify the equivalent number of normal size to enable the service providers to claim their bills.
5. All storage area networks (SAN), network area storages (NAS), all type of server's hardware including application servers and web servers, operating system software, RDBMS, firewalls, LAN etc. required to host the digitised records and document management system (DMS) software shall be provided by the Buyer.
6. Metadata field description shall be provided by Buyer along with documents.

2. Vendor`s Obligation

1. Vendor shall work in the area/space provided for the digitisation centre only. They shall ensure that the allotted space /area and other facilities of the user/ Buyer are not misused in any manner by their staff/ representatives. Vendor shall ensure that the staff engaged by them is disciplined and maintain work ethics. Vendor alone shall be liable and responsible for the acts and or deeds or things of the employee or workers engaged by them.
2. Vendor shall be required to install and maintain adequate IT infrastructures of hardware and software such as computers, scanners, ups, network setup etc. at his own cost.
3. All the scanned and digitised data and documents shall be the property of the Buyer and vendor shall have no right, title or interest in it. Buyer shall have the exclusive right to use it anywhere and in any manner.
4. Vendor shall ensure that all information, data and or documents given to them by the Buyer are kept confidential. The entire work of scanning/ digitization/ repairing of old records are entrusted to the vendor under trust and hence any leakage of information or passing of the information for any commercial purpose/exploitation or any other purpose whatsoever shall amount to committing an offence of stealing and criminal breach of trust liable for criminal prosecution.
5. No documents shall be allowed to be taken or transmitted outside the Buyers premises without written permission from buyer, in any manner what so ever. No employee of

vendor shall share any documents or information relating to it to any outside unauthorised person. Violation of this will render immediate termination of contract and no payments will be made to the Vendor along with forfeiture of Performance Security. Vendor shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.

6. Vendor shall be principal employer of all the workers, labourer, out sourced persons and such persons shall not have any right to claim, any right of employment or contract with the Buyer.
7. Vendor shall be responsible to comply with all the Acts and or Rules and Regulation framed by Government of India or state Government of the work and employees. Vendor alone shall be the principal employer of all the employees engaged by them and shall comply with all labour laws including minimum wages, gratuity, EPF, ESI etc. whichever is applicable. Buyer shall not be responsible for the terms and conditions of employment of the staff engaged or the work undertaken by the vendor.
8. Vendor shall obtain prior permission from the Buyer to work on holidays or on off office hours/ odd hours.
9. All consumables required in digitization process shall viz. SS pins, tapes, print-out, cartridges etc. shall be provided by the vendor.

3. Service Level Agreement

A. Setting up the Scanning and digitisation centre.

1. On receipt of confirmed purchase order vendor shall furnish detailed work plan of estimated space/area requirement, estimated electric power required, estimated technical/ non-technical personnel to be deployed to set up digitisation facility in Buyers premises **within 10 days** from award of contract. The plan may contain requirement of gate passes/ permission for manpower and machines. The plan may also include graphical representation (through Gantt chart, PERT diagram, bar chart, pie chart etc.) of the comprehensive strategy to execute the project within specified time schedule. It may also include project team structure, reporting and monitoring mechanism of the project, unit test plan, system test plan, user acceptance test, training schedules etc.
2. Proof of 3 years experience in the form of attested copies of contract letters entered with the Ministry/Department shall be available with the service provider
3. Vendor shall set up the digitization and scanning facility to commensurate with the requirement of delivery schedule and the type and number of document to be scanned, digitized and the format of its storage. This activity shall be completed within 10 days from the date of allocation space for setting up the digitization centre.

B. Pre-scanning

1. Vendor will perform all the pre scanning activities which may include (but not limited to) collection of documents, removal of unwanted dust, removal of tags, pins, threads, rubber bands, application of curative techniques to biologically infected or otherwise damaged documents etc., sorting and numbering of pages in the document file in correct order.
2. The documents would be handed over in lots as agreed mutually between the vendor and the Buyer. The vendor shall provide acknowledgement of number of documents and number of pages in each document received from the Buyer. Number of documents/ pages in a file shall be checked in presence of the representative of the Buyer.
3. The vendor will maintain a record of the document details in a log register while collecting these documents. This log register should contain at least the following details:
 - a. Description of the document collected /< file No.>
 - b. Size of the pages in document (A0, A1,A2,A3,A4/legal) along with the count
 - c. Total number of pages in the document
 - d. Collected from (Government Official)
 - e. Collected by (Vendor representative)
 - f. Date of Collection
 - g. Expected date of return
 - h. Returned to (Government Official)
 - i. Returned by (Vendor representative)
 - j. Actual date of return
4. Vendor shall maintain and return the documents in their original form to the Buyer. Document shall be handled with extreme care so that their chronology is not disturbed. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment).
5. The vendor will carefully unfold and flatten the documents to eliminate creases and wrinkles and ensure that document maintain its original form without any damage.
6. Any damage to the documents shall make the Vendor liable for penalty.
7. The vendor will take special care in preparing the documents which are too old and that may not be in good physical condition or are very delicate and may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Some old documents may require flat-bed scanners too. Vendor may use ironing process to straighten them. Documents should be prepared such that normal scanner can scan it. After the scanning work the documents shall be made in the original conditions of the documents and files.
8. Vendor shall be responsible for any damage caused by them during the process of scanning and digitisation of records and ensure that all such records are repaired at their own cost and information is retrieved. In case such retrieval of data or repair of record is not feasible the vendor will compensate for the same by making payment to the Buyer towards the value of the damaged or lost data/document/record as valued by the Buyer.

C. Scanning and Digitization

1. Scanning resolution shall 300dpi or better, raw master image uncompressed and clean master image loss less compression shall be in file format Tiff 6.0 or better.
2. The scanned documents shall be converted into any of the standard file formats such as TIFF/PDF/JPEG/RTF/ODT/PNG/GIF or other standard formats as per the requirement of the Buyer. All the pages of a single file have to be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a TIFF/ PDF format.
3. The Vendor shall use Group IV lossless compression technique or better for black and white images and LZW lossless compression or better for images in Grayscale/ Colour. The Vendor will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The Vendor will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The Vendor's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original text and insert the image(s) into the proper image file sequence. Vendor shall employ automated quality analysis mechanism to ensure 100% percent quality check.
4. Annotation and bookmark for relevant pages is to be recorded in the PDF files and stored as separate attributes in the database for search.
5. Metadata of each file / record is required to be recorded with the PDF file itself with conformance to the Extensible Metadata Platform (XMP) specification for storing rich metadata.
6. Metadata should be exported in XML format with other details of the PDF file as and when required.
7. If applicable the Vendor shall use the suitable technology on the document to achieve 100% accuracy so that the documents can be searched using the text in the document.
8. The vendor shall ensure that the quality of scanned images is enhance to the optimum level and shall perform all such activities required to bring the scanned image to optimal level such as skew, de-skew to make the image straight, cropping and cleaning of images like removal of black noises around the text and providing equal margins around the text etc.
9. In case the documents are not legible, the vendor shall scan the documents at a higher resolution or in Grayscale. No extra payment shall be made for the same.
10. All the pages in a document including blank pages (only when such blank pages are numbered in the file/document) shall be scanned to produce exact replica of the original document. No page shall be scanned more than once.
11. The Vendor will deploy its own human resources for all the above mentioned activities. The Vendor will deploy adequately skilled manpower resources to complete the job within the specified time and of specified quality.

D. Indexing and cataloguing

1. Vendor will create metadata fields required for indexing as per the requirement of the Buyer. Scanned documents / images stored in digital form shall be indexed in the metadata fields using manual entry or suitable technology may be adopted.

2. Vendor will establish procedure for checking the accuracy of indexing and making necessary corrections as accurate indexing is required for efficient retrieval of digital documents from digital storage media.
3. Once all documents are verified and pass vendor's quality assurance phase, they will be stored on final digital media of the user's preference, complete with their indexes. At the end of the process all paper documents will be returned in their original form to the concerned department.

E. Post Scanning

1. After scanning, the physical document would be pinned together/ tagged in the same form as it was given for scanning by the individual units of any department. At the end of the process all paper documents will be returned in their original form to the department.
2. Each page shall be serially arranged and shall be counted while giving the documents back to the department.
3. Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. Vendor will have to make this facility available in the capture and indexing module.
4. The Vendor is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored. The release of payments is linked to fortnightly submission of these reports and the status of work to the End User Department and subsequent receipt of acknowledgement.

F. Storage and Backup

1. A folder structure/ configuration management policy has to be followed while storing the digitized data in the DVD/ hard disk and or central storage.
2. Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the End User Department.
3. Vendor shall integrate scanned and digitised documents into the existing document management system (DMS) of the Buyer as per his requirement.
4. Copies of the scanned data (and metadata) shall be provided in DVD /hard disk. Vendor will create a Master copy for the End User Department and will provide the replica of Master copy as per the requirement of the End User Department.
5. Vendor shall use standard methodology for Scanning & digitization and archiving so that in future, any Vendor can access the archival database.
6. Vendor shall train the respective users on retrieving the records after file conversion.
7. Vendor shall hand over DVD/ hard disk to user of the following along with its metadata fields in addition to integrating these images into the DMS:
 - a. Raw Master Image
 - b. Clean Master Image
 - c. Formatted (PDF/A Image or any other format as decided by buyer) copy of clean image

G. Document Management System

Vendor shall supply, install and implement the complete Document Management System and provide related support for setting up of the same. Source code is also included in the scope of supply. The DMS should have the following features.

1. The DMS should be an open source, platform independent, pre-integrated system involving document management system, storage and archival system. There should be No limitation on storage and number of users. The system should have following modules in the suite:
 - a. Document Management, Record Management, Archival,
 - b. Imaging & Information Rights Management
2. The system should allow document/image capturing and indexing from multiple zones& multiple sources such as e-mail, PDF documents, word documents etc. and should be able to send to a centralized repository or through some cloud based system with access controls with all the security features for different users.
3. System shall be cable to store retrieve multimedia information /records available on CD/DVD/Audio/video format/cloud based system.
4. The system should have provision for authentication, verification, water marking and digital signature on the documents.
5. The DMS shall be web enabled and integrate-able with the application software of the user.
6. The system shall provide the standard file hierarchy structure of folders and sub-folders to allow users and groups of users to manage and organize their documents.
7. The interface shall allow users creation, editing, bulk uploading and management of virtual or compound documents. The system shall provide the features to link any type/ format of documents while providing capabilities to automatically update the version of the linked document whenever the original is updated.
8. The web interface shall provide multiple views of the content and allow users to access/modify folders based on their access rights and permissions. The system should be able to restrict the users to access documents/images based on their pre-defined rights & privileges.
9. The system should allow the users to add attributes/metadata to the images
10. System shall have robust multi-layered security to limit access at user level, system level and file level.
11. System shall be integrate-able with industry standard relational database and should identify and retrieve the archived files as per the user defined fields/ meta-tags.
12. System shall support industry standard file formats like JPEG, PDF, TIFF, DOC, XLS, PPT, ODT, ODF, GIF, png, bitmap colour as well as mono-chrome etc.
13. DMS shall provide an audit trail with user, date and time details and should record when and which documents were accessed by which user id.
14. DMS shall be based on open standards and have a structured filing mechanism with an ability to collate multiple scanned documents and web browser based search and retrieval facility.
15. System shall provide ability for the user to search and find documents based on any of the associated metadata, such as document type, author, title, location, active/inactive status, date created etc.
16. System shall have the facility to sort the search results on various criteria.
17. Context around the search term from the actual document with highlighting should be possible.
18. System should provide capability to search within so that users can narrow down the search.
19. Interface for managing the entire lifecycle of content management, starting from its creation to its disposition.

20. DMS should support multilingual metadata field entries and be multilingual as per the choice of Buyer.

H. Support for DMS Software

1. The vendor would be completely responsible for the defect free functioning of the DMS application and would undertake the following activities as part of the support activity
2. Resolve any issues including bug fixing, provide latest patches, updates/ fixes.
3. Software version management and software documentation management
4. Train the users of User department/ end user and make them conversant with the DMS.
5. Provide manual for users, administration, maintenance and training.

I. Training.

1. Vendor will to provide training to Buyer's staff in accordance with their role and responsibilities which may be categorised as under.
 - a. IT personnel
 - b. Administrators
 - c. Data entry operator
 - d. Information viewers and users.
2. Training program should include following topics.
 - a. Overview of the digitization initiative, its size, time frame, purpose and desired outcome.
 - b. Use of digitization hardware and software, metadata creation, digital signature, process workflow.
 - c. Digital image format
 - d. Record handling techniques to avoid damage to records
 - e. Use of file classification scheme for organizing images
 - f. Maintenance of the records in their original order.
 - g. Identification and processing records containing sensitive information.
 - h. Documentation requirement for digitization.
 - i. Standards and procedure for quality control.
 - j. Varying work to avoid fatigue from repetition.
 - k. Identification and process of specialised digitization techniques.
 - l. DMS administration, Use and maintenance.

J. Transition Management

1. Post the contract period, the vendor shall handover of all the knowledge material and assets to Buyer.
2. Post the contract period, if a new agency is selected by Buyer for the next contract, the vendor is expected to provide adequate knowledge transfer and training to the new agency for a period of three months. The knowledge transfer/training should necessarily cover details on i) Document Management System, Document Retrieval, ii) nature and type of queries arriving at the helpdesk, iii) FAQ's, manuals, documentation and other reference material prepared for issue resolution and any other.

K. Information Security

1. The vendor shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.
2. Vendor acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and vendor agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by vendor to protect its own proprietary information. Vendor recognizes that the goodwill of Buyer depends, among other things, upon vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by vendor could damage buyer and by that reason of Vendor's duties hereunder. Vendor may come into possession of such proprietary information, even though Vendor does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Vendor shall use such information only for the purpose of performing the said services.
3. Vendor shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all information provided to Vendor by buyer, including any copies or reproductions, both hardcopy and electronic.
4. Ownership and retention of Documents: Buyer shall own the documents, prepared by or for the vendor arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the vendor shall deliver to buyer all documents provided by or originating from buyer and all documents produced by or from or for the vendor in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost. The Vendor shall not, without the prior written consent of buyer store, copy, distribute or retain any such Documents.

L. Confidentiality

1. The Vendor shall not use Confidential Information, the name or the logo of buyer except for the purposes of providing the Service as specified under contract.
2. The Vendor may only disclose Confidential Information in the following circumstances:
 - a) with the prior written consent of Buyer;
 - b) to a member of the vendor's Team ("Authorized Person") if:
3. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
4. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
5. The Vendor shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of buyer.
6. The Vendor shall notify buyer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this contract or with the authority of buyer.

7. The Vendor shall be liable to fully compensate buyer for any loss of revenue arising from breach of confidentiality. Buyer reserves the right to adopt legal proceedings, civil or criminal, against the Vendor in relation to a dispute arising out of breach of obligation by the Vendor under this clause.

M. Indemnity

1. The vendor shall indemnify Buyer against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof.
2. Buyer stands indemnified from any claims that the Vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the contract.
3. Buyer also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Vendor's manpower while discharging their duty towards fulfilment of the contract.

N. Default Penalty and Termination

1. Default is said to have occurred
 - a. If the vendor fails to deliver any or all of the services as specified in the purchase order or any extension thereof granted by Buyer.
 - b. If the vendor fails to complete the scanning, digitization and indexing in accordance with the time period(s) specified in the contract or any extension thereof granted by the Buyer.
 - c. If the vendor fails to perform any other obligation(s) under the contract work order.
 - d. If the vendor fails to comply with instructions of the Buyer with respect to improving the quality of scanning, digitization and indexing.
2. On occurrence of any default Buyer at its discretion may issue default notice to the vendor to rectify/improve the service level within a specified time period failing which an appropriate penalty (the quantum of penalty to be specified in the default notice by the Buyer) shall be imposed on the vendor. The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value.
3. Even after imposition of penalty or otherwise the defaults are not rectified or the service level is not brought to the acceptable level Buyer is at liberty to terminate the contract in whole or in part as the case may be.
4. The Buyer may at any time terminate the contract by giving written notice of one week to the vendor, without any compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Buyer.

O. PAYMENT SCHEDULE

1. The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM and the Payment Schedule may be any one of the following. The Payment Schedule will be selected by the Buyer at the time of plating the contract.
 - a. On completion of the Digitization, Scanning and deployment of Document Management System.
 - b. On monthly basis for the completion of work in the month.

- c. On the basis of the quantity of documents digitized, scanned and uploaded on the DMS.

2. The payment calculation would be as follows:

Payment = [Number of images (pages) correctly scanned in a department/record room * rate per image (page) as mentioned above – applicable penalty for the images scanned in that department/record room (as detailed below)]

The verification of the documents scanned and entered into the system shall be done by the nodal officer of that particular office. The documents would be deemed to have been verified only upon signoff by the nodal officer concerned. Once the verification has done, the vendor may submit bill at the end of each month/quarter. Final approval for the payment against the invoices will be given only after the verification of digitized data on the centralized storage facility for each department by the nominated nodal person. Payment would be given post the approval.

3. Payment schedule and Penalties

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. Normally A4 size and Note Sheets are the major components of scanning work in the government departments. In case scanning work of higher sizes are requested then the nodal officers shall certify the equivalent number of normal size to enable the service providers to claim their bills. Images scanned shall be verified by the desk officer/ record room in-charge concerned. The scanned images shall be compared with reference to the original document.

Sl No	Service	Penalty in case of default
1	For every image improperly scanned (to be decided by the nodal officer)	75% of the per image cost
2	For any file if there is more than 10% of error identified by the nodal officer	100% of the cost of the file
3	For every image not scanned	75% of the image cost
4	Start of work later than 4 weeks from date of issuance of work order	2% of order value per week of delay

S.No.	Milestone	% of amount payable
1	Minimum 50% completion of scanning and indexing of the total volume of the department	50% of Total amount
2	Completion of the entire work and certificate issues by the concerned nodal officer	50% of Total amount

Note: - In above table image refers to a given side of a paper / page.

It shall be the responsibility of the successful bidder to rescan, index and upload all such improperly scanned images. He shall not be paid any amount for rescanning of documents.

There shall again be a comparison of such images by the authority concerned and non-conformance found would be levied to penalty as mentioned above and the rescanning would have to be done free of cost by the successful bidder.

4. Penalties

- I. The Penalty shall be calculated and deducted from the immediate payment due.
- II. If the penalty exceeds the limits of errors, GeM reserves the right to terminate the contract.
- III. In case of Purchase order being issued to the vendor, they shall start the work for the same PO within the delivery schedule. In case of failure to initiate the work within the stipulated period, 2% of the order value per week of delay shall be levied on the vendor and same shall be deductible from the vendor's payment.

P. PERFORMANCE SECURITY DEPOSIT

On expiry of the contract, the Performance Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the execution period. In case, it is found that appropriate satisfactory support has not been provided by the Vendor, Buyer will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the Vendor out of already due payments.