अनुबंध | Contract

संगठन विवरण | Organisation Details

प्ररूप	Type :	Central Government
मंत्रालय	Ministry :	Ministry of Finance
विभाग	Department :	Department of Economic Affairs
संगठन का नाम	Organisation Name :	N/A
कार्यालय क्षेत्र	Office Zone:	New Delhi

खरीदार विवरण | Buyer Details

पद	Designation :	ASO Rahul Goel
संपर्क नंबर	Contact No. :	-
ईमेल आईडी	Email ID :	rahul.goel@gov.in
जीएसटीआईएन	GSTIN :	-
पता	Address :	Room No. 47, Admn. IV Section, North Block, New Delhi -1, NEW DELHI, DELHI-110001, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति	IFD Concurrence :	Yes
प्रशासनिक अनुमोदन का पदनाम	Designation of Administrative Approval:	DS (Ad.IV)
वित्तीय अनुमोदन का पदनाम	Designation of Financial Approval :	DS (Ad.IV)

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role:	DDO
भुगतान का तरीका	Payment Mode:	PFMS
पद	Designation :	DDO
ईमेल आईडी	Email ID :	huney.kumar@gov.in
जीएसटीआईएन	GSTIN :	-
पता	Address:	Room No. 33, Admn. & Coordination Division, North Block, New Delhi -1, CENTRAL DELHI, DELHI-110001, India

परेषिती विवरण | Consignee Details

क्र.सं.	S.No	परेषिती नाम & पता	Consignee Name & Address	सेवा विवरण	Service Description
1	संपर्क	Contact : - ईमेल आईडी	Email ID : rahul.goel@gov.in जीएसटीआईएन	GSTIN : - पता	Address : Room No. 47, Admn. IV Section, North Block, New Delhi -1, NEW DELHI, DELHI-110001, India	Scanning and Digitisation Service (Version 2) - 300; A4

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी	GeM Seller ID :	6D8C180000091077
कंपनी का नाम	Company Name :	PROCURVE COMPUTER SYSTEMS PRIVATE LIMITED
संपर्क नंबर	Contact No. :	09810230253
ईमेल आईडी	Email ID :	satpal@procurvecomputers.com
पता	Address :	FLAT NO 14 SR LGF,KRISHNA MARKET,LAJPAT NAGAR-1, NEW DELHI, DELHI-110024, -
एमएसएमई पंजीकरण संख्या	MSME Registration number :	UDYAM-DL-08-0031122
एमएसई सामाजिक श्रेणी	MSE Social Category :	General
एमएसई लिंग श्रेणी	MSE Gender :	Male
जीएसटीआईएन	GSTIN:	07AAECP2936K1Z7 (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | **Service Start Date (latest by):** 24-Apr-2024   सेवा समाप्ति तिथि | **Service End Date :** 23-May-2024

श्रेणी नाम | Category Name : Scanning and Digitisation Service (Version 2)

बिलिंग चक्र | Billing Cycle: weekly

विवरण	Description		Total number of images(pages) scanned and digitized	Rate per 100 image(page)
Scanning Resolution (dpi)	300	510,000	48
Document Size	A4		
Document Age (In Years)	Upto 10		
Metadata Field (per image/page)	Not Required		
Colour Type	Black and White		
Speed of Scanning (Number of Pages Per Day)	5001 to 10000		

कुल राशि (सूत्र) | Total Amount (Formula) :

(Total number of images(pages) scanned and digitized*Rate per 100 image(page)/100)

ऐडऑन के बिना कुल मूल्य	Total Value without Addons(INR)	244800
कुल एडऑन मूल्य	Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य	Total Value Including Addons(INR)	244800.00

| सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR) | 244800 |

एसएलए विवरण|SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS

FOR SCANNING AND DIGITIZATION

1. Preamble

A. All Scanning and Digitization Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:
I. General terms and conditions for Goods and Services.
II. Service STC contained in this document
III. BID / Reverse Auction specific ATC
B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.
C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include sellersupplier/bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

4. Service Scope
4.1 Introduction

It is always imperative for any organization to meet accepted standards for managing its large official records. These standards are designed to ensure that electronic images of paper source documents, where the image is intended to replace the original as the official record, are captured in a way that ensures their reliability, authenticity, and usability over their entire retention period and that allows the images, or copies produced from the images, to be authenticated as true copies of the originals and to be admissible as evidence in legal proceedings. It is desired to achieve the following by scanning and digitizing documents for various departments across the country:

- Less Storage space for preserving the documents
- Reduction in overall Searching time.
- Increase in productivity of processes and office personnel
- Availability of the document for sending over email
- Reduced turnaround time of processes
- Increase control over all the important digitized documents by restricting access

4.2 Scope of Work

I. Pre-Scanning

- Service Provider 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.
- The documents would be handed over in lots as agreed mutually between the Service Provider and the Buyer. The Service Provider 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.
- The Service Provider 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 (A4/legal/Full scale/note-sheet) along with the count

c.Total number of pages in the document

d.Collected from (Government Official)

e.Collected by (Service Provider representative)

f.Date of Collection

g.Expected date of return

h.Returned to (Government Official)

i.Returned by (Service Provider representative)

j.Actual date of return4.2

- Service Provider 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).
- The Service Provider will carefully unfold and flatten the documents to eliminate creases and wrinkles and ensure that document maintain its original form without any damage.
- Any damage to the documents shall make the Service Provider liable for penalty.
- The Service Provider 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. Service Provider may use ironing process to straighten them. Documents should be prepared such that normal scanner can scan it.
- Service Provider shall be responsible for any damage caused by them during the process of scanning and digitization 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 Service Provider 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.

II. Scanning and Digitization

- Scanning resolution shall 200/300/400/600 dpi or better as per S.O., raw master image uncompressed and clean master image loss less compression shall be in file format Tiff 6.0 or better.
- 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 must be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a TIFF/ PDF format or any other standard format as per user requirement.
- The Service Provider will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The Service Provider will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The Service Provider'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. Service Provider shall employ automated quality analysis mechanism to ensure 100% percent quality check.
- Annotation and bookmark for relevant pages is to be recorded in the PDF files and stored as separate attributes in the database for search.
- 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.
- Metadata should be exported in XML format with other details of the PDF file as and when required.
- If applicable the Service Provider shall perform the OCR or any Technology on the document with 100% accuracy so that the documents can be searched using the text in the document.
- The Service Provider 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.
- In case the documents are not legible, the Service Provider shall scan the documents at a higher resolution or in Grayscale. No extra payment shall be made for the same.
- 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.
- The Service Provider will deploy its own human resources for all the above-mentioned activities. The Service Provider will deploy adequately skilled manpower resources to complete the job within the specified time and of specified quality
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- ### III. Post Scanning
- 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.
- Each page shall be serially arranged and shall be counted while giving the documents back to the department.
- Version Control mechanism should be allowed. Version control must be done in case of addendum to the pre-existing digitized file. Service Provider will have to make this facility available in the capture and indexing module.
- The Service Provider 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.

IV. Storage and Backup

- A folder structure/ configuration management policy must be followed while storing the digitized data in the DVD/ hard disk and or central storage.
- Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the End User Department.
- Service Provider shall integrate scanned and digitized documents into the existing document management system (DMS) of the Buyer as per his requirement.
- Copies of the scanned data (and metadata) shall be provided in DVD /hard disk. Service Provider 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.
- Service Provider shall use standard methodology for Scanning & digitization and archiving so that in future, any Service Provider can access the archival database.
- Service Provider shall train the respective users on retrieving the records after file conversion.
- Service Provider shall hand over DVD/ hard disk to user of the following:

a.Raw Master Image

b.Clean Master Image

c.PDF/A Image or any other format as decided by buyer

The below mentioned Scope of Work is optional and will be applicable only in bid mode and if selected by buyer at the time of bid creation.

I. Indexing and Cataloguing (Optional)

- Service Provider 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.
- Service Provider 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.
- Once all documents are verified and pass Service Provider'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.

II. Training (optional)

- Service Provider will to provide training to Buyer's staff in accordance with their role and responsibilities which may be categorized as under:
- IT personnel
- Administrators
- Data entry operator
- Information viewers and users
- 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 specialized digitization techniques.

l.DMS administration, Use and maintenance

III. Transition Management (optional)

- Post the contract period, the Service Provider shall handover of all the knowledge material and assets to Buyer.
- Post the contract period, if a new agency is selected by Buyer for the next contract, the Service Provider 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 the following:

a.Document Management System, Document Retrieval,

b.Nature and type of queries arriving at the helpdesk,

c.FAQ's, manuals, documentation and other reference material prepared for issue resolution and any other

5. **Terms and Conditions**
   a. Buyer's Obligations

- Buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area. Buyer shall also nominate a Nodal officer from its organization to coordinate with Service Provider to set up the digitization facility.
- Buyer shall nominate officer (department/unit/cell wise) who will hand over the records to be digitized to the authorized person of the Service Provider and take back the same.
- Buyer shall nominate officer (department/unit/cell wise) to receive and verify the quality and quantity of the digitized records. Such officers may be authorized to verify Service Provider's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the Service Provider.
- 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 Service Provider's claims.
- Metadata field description shall be provided by Buyer along with documents.
- **Price Variation Clause:**
  "It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

b. Service Provider Obligations

1. Service Provider 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.
2. All the scanned and digitized data and documents shall be the property of the Buyer and Service Provider shall have no right, title or interest in it. Buyer shall have the exclusive right to use it anywhere and in any manner.
3. Service Provider 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 Service Provider 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.
4. No documents shall be allowed to be taken or transmitted outside the Buyers premises without written permission from buyer, in any manner whatsoever. No employee of Service Provider shall share any documents or information relating to it to any outside unauthorized person. Violation of the will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
5. The Metadata should be very accurate, and the service provider shall give batch wise scanned data to buyer for Quality check. If there are errors in metadata entry (even if one field in a record has error data entry, the record will be treated as error entry) and scanning, penalty as applicable will be levied.
6. Service Provider shall be principal employer for all the worker, labourer, outsourced persons and such persons shall not have any right to claim, any right of employment or contract with the Buyer.
7. Service Provider shall be responsible to comply all the Acts and or Rules and Regulation framed by Government of India or state Government to the work and employees. Service Provider 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 Service Provider.
8. The service provider shall re-scan all the erroneous documents with no extra payment.
9. Service Provider shall obtain prior permission from the Buyer to work on holidays or on off office hours/ odd hours.
10. All consumables required in digitization process shall viz. SS pins, tapes, print-out, cartridges etc. shall be provided by the Service Provider.

c. Safeguarding of proprietary and confidential information

1. The Service Provider 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. Service Provider 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 Service Provider 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 Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider 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. Service Provider shall use such information only for the purpose of performing the said services.

3. Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return all information provided to Service Provider 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 Service Provider 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 Service Provider shall deliver to buyer all documents provided by or originating from buyer and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost. The Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any such Documents.

5. The average rate of delivery will be as opted by the buyer during the time of purchase of service and will be calculated on average weekly volume basis

6. **Penalties and Termination**

S No.	Description of default	Default Applicable	Penalty
1.	Rejection of documents after verification	In case more than 2% of total documents processed in the period are rejected	**1st instance** – 0.5% of the billed value for each percentage drop **2nd instance** – 1% of the billed value for each percentage drop **3rd instance onwards** - 2% of the billed value for each percentage drop
2.	Delay in delivery because of Any reason attributable to the Service provide	Delay in completion of work as per agreed timelines	0.5% of the billed value per week of delay attributable to the service provider
3.	Time within which work should start after the contract date (as indicated in the signed contract between seller and buyer)	Delay in mobilization	0.5 % of the contract value per week of delay attributable to the service provider
4.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period.	As applicable	Termination of contract
5.	If cumulative penalties reach 10% of the contract value	Total cumulative penalty reaches 10% of the contract value	Termination of contract
6.	Unauthorized movement of official documents outside the Client premises without written permission for the same	As applicable	Termination of contract
7.	Unauthorized Micro-filming of the documents to retain a copy of the same	As applicable	Termination of contract

7. **Payment Schedule**

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 placing the contract:

1. On completion of the Digitization, Scanning and deployment of Document Management System.
2. Milestone based - On the basis of the quantity of documents digitized, scanned and uploaded on the DMS
3. Time Based (Monthly/Quarterly based) - On monthly basis for the completion of work as per order. (If applicable)

Payment Calculation would be as below :

Payment = Total number of image (pages) correctly scanned * rate per 100 image (page) as mentioned above – applicable penalty for the images scanned

Verification

- The verification of the documents scanned and entered the system shall be done by the nodal officer or his authorized representative of that particular office. The documents would be deemed to have been verified only upon sign off by the nodal officer concerned or his authorized representative.
- During verification service provider may raise invoice for the services rendered. Service provider shall raise final bill as per billing schedule upon approval of invoice after verification process.
- 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 or his authorized representative. Payment would be given post the approval.

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable