



MMTC Limited

A Government of India Enterprise
P-15,13th Floor, Todi Mansion,
India Exchange Place Extension,
Kolkata – 700001

No.MMTC/KOL/ADMN./2022-23/02

Date : 02-02-2023

SUB : Bid for providing photocopy/scanning/Digitalization machines with scanning facility on Rental Basis.

Sealed Bids are invited from reputed contractor/Digitalization Service Providers for providing scanning/Digitalization services with operators having an annual turnover of Rs.15.00 lakhs or more in the same field for a period of two years.

E-Tender documents is available on MMTC website www.mmtclimited.gov.in and CPP portal www.eprocure.gov.in

The Bidders are required to submit their bids in sealed format as per following schedule:

S.No	Particulars	Details
1	Tender No.	MMTC/KOL/ADMN./2022-23/02
2	Cost of tender document	NIL
3	EMD	Rs.25,000/-
4	Bid Submission Date Starts from	15 hrs on 02-02-2023
5	Interest Free Security Deposit	Rs.25,000/-
6	Last Date and Time of submission of tender	Upto 13:00 hrs on 23-02-2023
7	Date and Time of Opening of Tender	At 15:00 hrs on 23-02-2023
8	Period of work	Six Months from the date of agreement
9	Contact Person for Further Communication	1. Ms Nuzhat Salam, Sr Manager, MMTC Limited, Kolkata Mob: 9830591221 2. Shri. Subodh Kr Prasad, Ch.Manager, MMTC Limited,Kolkata. Mob: 8584934848

1. The technical bid offer should include the following details :
 - a) Annual turnover of the firm (Proof of the same must be attached in the form of CA's certificate / last 3 years' balance sheet / profit & loss A/c)
 - b) Copy of the details of the past experience (minimum 3 years) of providing services in the same field in Government / PSUs / Reputed Corporate Sectors. The experience shall be supported by such Corporate on their letter heads. The experience should be continuous for the last three years.
 - c) Signed and stamped copy of the tender documents conveying his acceptance to the terms & conditions of the bid.
 - d) Copy of PAN Number.
 - e) Copy of GST Number.
 - f) Declaration on stamp paper of Rs.10/- duly attested by Notary in respect of not blacklisted by any Department.
 - g) Copy of Bid Specific Manufacturer Authorization Form (MAF) from OEM along with the specification of photocopiers to be provided (as per Clause No.(xii) of terms & conditions.
 - h) The EMD for Rs.25,000/- (Rupees Twenty Five Thousand Only) should be deposited online in MMTC Account No. 10308090583 maintained with State Bank of India, Commercial Branch, Visakhapatnam and IFSC code SBIN0014407 or in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, payable at Vishakapatnam.
 - i) In case the party is registered with Ministry of MSME/ its authorized agencies such as NSIEC etc., he is required to submit registration certificate and store details in addition to above.

TERMS & CONDITIONS :

- i) Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 25% target of annual procurement from MSEs, a sub-target of 5% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and additional 3% reservation for the women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006 and 2012.

- ii) Under Procurement Policy for Micro & Small Enterprises (MSEs) order 2012” as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23/03/2012, the parties registered with MSEs or its authorized agencies such as NSIC etc., are exempted to deposit the participation fee and EMD.
- iii) The BIDDER/s whose agreement had been short-closed/terminated due to dis-satisfactory services at any point of time with MMTC Limited in the past, are not eligible to participate in the tender.
- iv) The firms should have atleast 3 years of experience in providing photocopy/scanning/digitalization services in the Government Sector / PSUs / Reputed Corporate Sector and should have an annual turnover of Rs.15.00 lakhs or more for the same period and that should be stable over the period of three years. Experience certificate may be provided on the letter head of concerned Corporate(s) in proper format.
- v) The contract shall, initially, be for a period of **Six months** which may be extended for a further period of six months with mutual consent.
- vi) The validity of tender/Bid shall remain valid for a period of 90 days.
- vii) The bid without Earnest Money Deposit will be summarily rejected. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
- viii) EMD of unsuccessful bidder shall be returned after finalizing of tender without interest. No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit, so deposited.
- ix) In case tender is selected and prospective bidder withdraws from the bid during the validity period without the consent of the MMTC Limited, the EMD furnished, shall be forfeited.
- x) The tenderer should enclose a signed copy of the terms & conditions of Bid, conveying his acceptance of the same.
- xi) The firm should not be black listed by any Department in the past and declaration, in this regard, on stamp paper of Rs.10/- duly attested by notary must be submitted by the bidder(s). If any case is pending or is initiated against the bidder, may furnish details.
- xii) The SUCCESSFUL BIDDER shall have to provide 02 (Two) new Scanning/Digitalization machines with scanning and set making facility of renowned brand such as Canon, Xerox, Konica Minolta, Ricoh, Toshiba. Additional one machine as optional quantify at the discretion of MMTC shall be supplied by the successful bidder. Old/RC machines are not acceptable. The specification of Scanning/Digitalization machine to be provided are given below :

S.No.	Specification	Minimum Requirement	Compliance
1	Speed in A4	35 PPM	YES/NO
2	Feeder Type	SPDF	YES/NO
3	Hard Disk (GB)	320 GB	YES/NO

4	RAM Size (GB)	4 GB	YES/NO
5	Scanning Feature	Yes	YES/NO
6	Scan to pen drive	Yes	YES/NO
7	Model of photocopier to be provided	Make.....	Model.....

- xiii) The SUCCESSFUL BIDDER shall have to provide two operators and the same would be installed at MMTC Limited, Flat No 31, 7 B Allenby Road, Kolkata -700020 for undertaking the scanning of documents jobs of all nature on all working days (Monday to Friday) between 09.30 AM to 05:30 PM. The SUCCESSFUL BIDDER shall in case so required by MMTC, also provide the service of scanning beyond office hours and on weekly off / holidays.
- xiii-A) Guidelines for Scanning Document is placed at **Annexure-A** & Responsibilities, Scanning & Digitization, Post Scanning, Storage and Backup, Scope of Work, Terms and conditions, Penalties and Terminations are placed at **Annexure-B** and
- xiii-B) The estimated total no. of pages shall be ranging from 7 to 8 lakhs. This quantity may vary upward or downward and the same shall be intimated as and when required.
- xiv) The bidder must be an authorized dealer of any reputed brand such as Canon, Xerox, Konica Minolta, Ricoh, Toshiba. Bid Specific Manufacturer Authorization Form (MAF) from OEM must be enclosed with technical bid.
- xv) The number of scanning/digitalization machines and operators may be increased further as per the requirement of MMTC (if necessary) on awarding contract or during the currency of the contract.
- xvi) MMTC do not commit fix (minimum or maximum) number of copies. The bidder must quote rates irrespective of the number of copies.
- xvii) It shall be the responsibility of the SUCCESSFUL BIDDER to keep the machine fully maintained and conforming to the required standard. All the repairs/servicing to the machines will be carried out by the SUCCESSFUL BIDDER at his own cost. The SUCCESSFUL BIDDER shall ensure that any fault or breakdown to the machine is rectified immediately. In case of major breakdown where the machine is required to be removed from the premises of MMTC against valid Gate Pass for repairs in outside workshop, the SUCCESSFUL BIDDER shall immediately provide one standby machine before its removal. The SUCCESSFUL BIDDER should also keep sufficient stock of toner for refill, so that work does not suffer at any point of time.
- xviii) The SUCCESSFUL BIDDER shall be responsible for getting good quality of copies. MMTC shall have the right not to accept a copy and scanning of documents of sub-standard quality. Such copies shall not be admitted for any payment. It shall, therefore, be obligatory on the part of the SUCCESSFUL BIDDER to maintain right level and good quality of toner in each machine. The cost of toner (ink) shall be borne by the SUCCESSFUL BIDDER only.
- xix) For the execution of the job, the paper shall be supplied by MMTC. MMTC shall provide electricity for running the machine at its cost. However, the other gadgets or accessories such as voltage stabilizer, power cord etc. required for running the machine shall be arranged by the SUCCESSFUL BIDDER.

- xx) The SUCCESSFUL BIDDER shall pay all the wages to the operators employed by him and MMTC shall not be liable for any payment to the operators.
- xxi) Successful bidder shall have to enter into an agreement with MMTC within 15 days of issuing Letter of Offer.
- xxii) The Contract Performance Guarantee (CPG) would be 5% of the contract value. The EMD of successful bidder shall be converted into CPG and the balance amount, if any, would be deposited within 15 days of Letter of Offer by the successful bidder. The successful bidder, who has not submitted EMD at the time participating in the bid being MSEs, shall submit the CPG within 15 days of Letter of Offer.
- xxiii) The SUCCESSFUL BIDDER shall be directly responsible for the discipline and proper conduct of all machine operators and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, SUCCESSFUL BIDDER shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.
- xxiv) The SUCCESSFUL BIDDER shall indemnify MMTC and keep it indemnified against any claims or liability whatsoever from any authority under the Labour Laws or any other laws. The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.
- xxv) Any modification of the Contract/Agreement shall be in writing and signed by an authorized representative of each party which shall form the part of the existing contract.
- xxvi) Nothing in the agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder / Bidders' Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and selected bidder. No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the Agreement.
- xxvii) MMTC will not be under any obligation to the implementation successful bidder except as agreed under the terms of the Agreement.

- xxviii) The selected bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.
- xxix) In case of violation of any terms and conditions of the tender document, MMTC reserves the right to terminate the Agreement by giving 30 days of notice in writing and it will entitle MMTC to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
- xxx) The machine operators deployed by SUCCESSFUL BIDDER Agency shall for all purpose remain as employees of the said SUCCESSFUL BIDDER only and shall have no claim whatsoever including against MMTC.
- xxxi) The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the SUCCESSFUL BIDDER and MMTC Limited in no way shall be party to the disputes and shall have no liability on this account. It is also the SUCCESSFUL BIDDER's liability to provide wages as per minimum wages notified by Central Government under the Minimum Wages Act, 1948 and follow other statutory obligations. The proof of releasing wages to the operators through online mode, is to be submitted along with the bill by the SUCCESSFUL BIDDER.
- xxxii) FORCE MAJEURE : If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.
- If operation of such circumstances exceeds **one months**, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.
- xxxiii) APPLICABLE LAW AND JURISDICTION : All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Kolkata.
- xxxiv) Arbitration Clause : Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on the parties". The law governing the contract

shall be Indian Laws. The language of arbitration shall be English. The place and seat of the arbitration shall be at Kolkata only.

- xxxv) MMTC and the Service Provider respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this contract or as may be required by law), any information, documents or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Service Provider will take reasonable precautions to safeguard property of the other entrusted to it.
- xxxvi) All notices, requests, demands and other communications under this Agreement shall be made in writing only and shall be deemed to have been duly given only if delivered by hand or is delivered to the registered address of the parties.
- xxxvii) The terms & conditions laid down in this Tender, subsequent contract with successful bidder and all annexures thereto as also the proposal and any attachments/annexes thereto shall be in consonance with and form an integral part of the contract.
- xxxviii) FRAUD PREVENTION POLICY : All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
- xxxix) HOLIDAY LISTING CLAUSE : Notwithstanding anything contained in the agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.
- xl) MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.
- xli) The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms & conditions of the tender.
- xlii) TERMINATION CLAUSE :
 - A) Notwithstanding anything contained hereinabove, MMTC has the right to terminate the agreement with the Service Provider by giving one month's notice.
 - B) MMTC reserves the right to cancel the agreement placed on the contractor and

recover expenditure incurred by MMTC under the following:

- a. If the contractor commits a breach of any of the terms and conditions of the agreement. The contractor goes into liquidation, voluntarily or otherwise.
- b. If the contractor fails to complete the assignment/deliver the services as agreed herein in the agreement and as per the time lines and guidelines prescribed in this contract and the extension if any allowed, it will be a breach of agreement. The MMTC reserves its right to cancel the agreement in the event of delay and withheld/forfeit amount from the pending bills as liquidated damages for the delay.
- c. In the event of the contractor being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a contractor passing any resolution or making of any order for winding up whether voluntary or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract with one notice to the party.
- d. In case the contractor fails to deliver the services as stipulated in the agreement/contract. MMTC reserves the right to alternate sources at the risk, cost and responsibility of the contractor.
- e. After award of the agreement, if the contractor does not perform satisfactorily or delays execution of the agreement MMTC reserves the right to get the balance agreement executed by another party of its choice by giving 07 days for the same. In this event, the contractor is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.
- f. MMTC reserves the right to recover any dues payable by the contractor from any amount outstanding to the credit of the contractor, including the pending bills under this agreement.

xliii) Consequences of Termination

- a. In the event of termination of the Agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the agreement or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) /scope of work intended under the present contract which the contractor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile contractor in relation to the execution/continued execution of the scope of the Agreement.
- b. Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- c. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

PROCEDURE FOR SUBMITTING APPLICATION:

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as “Techno- Commercial Bid” containing all documents as prescribed in the Tender and the other as “Price Bid” as per format given in **ANNEXURE I**. Both the envelopes should be separately sealed and super scribed with Tender No., date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., date, Name & address of the Bidder and shall be addressed to:

Sr. Manager
MMTC Limited,
Flat No 31,
7 B Allenby Road,
Kolkata - 700020

Applications sent by e-mail, WhatsApp, internet, will not be considered for further selection process. Applications received after due date will not be considered.

ANNEXURE – 1

FINANCIAL BID

S.No.	Description	Rates in Rs.
1.	Monthly Charges for Two (02) Machine with operators (at least 25000 free copies per month per machine for scanning & Digitalization)	
2.	Per Copy rates (After free copies) for scanning/ Digitalization.	
	TOTAL	

N.B. The rates to be quoted are inclusive of applicable GST.

Signature with seal of
the authorized signatory

Annexure-A

Guidelines for Scanning Document:

The objective of scanning guidelines is to scan and bring the physical daks/letters and Other documents into the electronic system in the least possible size, so as to facilitate Quick and easy retrieval of eFiles from the server/system.

For Physical DAK or Inward Correspondence:

Scan the whole DAK/inward correspondence as single pdf only (preferably as searchable Pdf). The size should not exceed 20MB.

While Migration of physical files:

Scan all the required files in the following manner :-

1.	<u>Correspondence:</u> The Receipts, References and Issues on the correspondence side may be scanned as single PDF document keeping check on the max size as 20 MB.
2.	<u>Notings:</u> Scan all the pages of the Notings as one single PDF document.

For scanning of various document types, the following colour & DPI are suggested:

Sno.	Document type/condition	Color & DPI	Output
1.	Regular/normal/good	B/W – 100 dpi	PDF
2.	Damaged/tarnished/clouded	B/W – increase DPI as per legibility / Visibility	PDF
3.	Seriously damaged / tarnished / clouded	B/W – increase DPI as per legibility / Visibility	PDF
4.	Coloured Photographs/text	Grayscale	PDF

I. Responsibilities

- 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.

- Metadata of each (ice / record is required to be recorded with the PDF file itself with conformance to the Extensible Metadata Platform (XMP) specification for storing rich metadata.
- 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.

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.

IV. Storage and Backup

- A folder structure/ configuration management policy must be followed while storing the digitized data in the OVD/ 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.

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. Transition Management (optional)

- Post the contract period, the Service Provider shall handover of all the knowledge material and assets to Buyer.

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.

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. 5S 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.

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