Tender Notice for Implementation & Training of Cloud based Virtual Data Room (VDR) along with Document Management Solution Application for securely hosting & accessing the documents on Cloud Server and Services of Scanning, Indexing and uploading of documents on the Cloud Server for the use in various departments of EPIL, New Delhi.

Item:

Engineering Projects (India) Limited (EPIL), intends to engage a Cloud based Virtual Data Room (VDR) along with Document Management Solution (DMS) Application for securely hosting & accessing the documents on Cloud Server and Services of Scanning, Indexing and uploading of documents on the Cloud Server service provider for the use in various departments of EPIL, New Delhi.

EPIL invites bids (“Bids”) from national corporate/firms/organizations/institutions, which have requisite experience in the field of secured virtual data room services, document management solution as detailed in this NIT. The salient features of the work, eligibility criteria and instructions and other details are available in this NIT document uploaded on the website of the Company.
1. **Pre-Qualification Criteria:**

1. The Bidder shall have a proprietary software which shall be capable of hosting the data room with all the features as outlined in Scope of Work.

2. In case the bidder is a Dealer/Channel partner of the OEM, a valid certificate/ Authorization Letter and Agreement copy(if any) by the OEM, clearly stating the relationship, guaranteeing support for offered components for a period of at least 2 (two) years and authorizing the Partner to quote and execute the work for this tender is to be furnished. The Certificate/Authorization Letter specific to this tender must be issued by Authorized Representative of the OEM.

3. For demonstrating technical capacity and experience, the Bidder shall have at least past 2 (Two) years of experience as on bid submission date in implementing similar kind of solution for minimum 3 (three) organizations and at least 1 (one) should be PSU /Govt. Organization. Vendors to submit documentary evidence in support of the qualifying criteria.

4. The Bidder should be an entity registered and operating in India. (Proof of Registration to be attached).

5. The bidder should have registration under GST & should have valid GSTIN number. The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI. The bidder is requested to update/ upload the GST/ Taxes data periodically so as to avail Input Tax Credit (ITC) by EPI, failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI. Also bidder need to consider all ITC received/ receivable by it so as to ensure that as per GOI orders quoted prices are after due passing or the ITC benefit to the consumer. (Attach copy of certificate)

6. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.

7. Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.
2. **1st Envelope (Techno-Commercial Bid)**

(i) The bidders are requested to furnish the documents required for pre-qualification in this envelope. In this envelope the bidder should also keep the EMD, Affidavit – Annexure-Vcomplete ‘Tender Documents’ along with supporting documents, deviation sheet and un-priced copy of price bid duly signed and stamped on each page as a token of acceptance of all terms and conditions of tender document and confirming that bidders quoted for all items in the tenders and super scribe the envelope with “Techno-Commercial Bid”.

(ii) The bidders are also required to deposit Tender Document Fees (Non Refundable) of an amount of Rs. 590/- (Rupees Five Hundred Ninety Only) (inclusive of 18 % GST) in the form of crossed Demand Draft drawn in favor of Engineering Projects (India) Ltd., New Delhi. Tenders not accompanied with Tender Document Fee shall also be rejected.

(iii) The bidders are required to deposit Earnest Money Deposit (EMD) of an amount of Rs.15,000 /- (Rupees Fifteen Thousand Only) as follows:

   The EMD shall be in the form of Crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., New Delhi. Tenders not accompanied with EMD shall be rejected. No interest shall be payable for the sum deposited as EMD. In case of bidders registered with MSME, they are eligible for waiver of EMD provided that they are the OEM of the quoted product. They need to provide valid MSME Certificate clearly mentioning that they are registered with MSME under single point registration scheme. EMD of the successful bidder shall be returned on receipt of security deposit.

3. **2nd Envelope (Price Bid)**

(i) The Price Bid duly filled in with the rates both in words and figures as per format given should be submitted in this envelope, with superscription "Price Bid". No terms and conditions or deviations if any should be kept in this envelope.

(ii) Bids shall remain valid for a period of 90 days after the date of price bid opening or as may be extended from time to time. If any bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

(iii) Bidders are requested to send their queries regarding ‘Tender Documents’ if any in writing by post or fax or email latest by the 12.06.2019 upto 12.00PM and to the address specified in the Data sheet.
4. **Acceptance Test Procedure**
   
   (i) IT division of EPI shall examine the solution provided by the successful bidder for successful installation delivery of services for digitalization, Cloud based Virtual Data Room & Document Management Solution Application.

   (ii) On the successful completion of Acceptance Test, the acceptance certificate signed by the authorized representative(s) of EPI will be issued to the successful bidder.

5. **Scope of Work**
   
   (i) Providing secured virtual data room services ("VDR") & Document Management Solution ("DMS") for the purposes of hosting the documents for a period of atleast one year. The VDR services shall conform to the following:

   (ii) VDR with DMS shall be a Web-based interface for document uploading and accessing, must support recent versions of any Operating Systems and all the leading web browsers like Mozilla Firefox, Internet Explorer, Microsoft Edge, Safari, Chrome, etc. Implementation and training services should be included.

   (iii) Generic document types like plain text files, Portable Document Format (PDF), Microsoft Word, Microsoft Excel, Microsoft Power Point; common image formats, etc. shall be supported each with access protection.

   (iv) Generic documents shall be viewable in their respective formats directly securely and each with access restrictions enabled on the web based interface with the ability to restrict download, replication, copying (in any manner whatsoever) of such files. All access to the VDR shall be logged and time-stamped.

   (v) Support Digital Rights Management (DRM) or higher levels of data protection to restrict viewing/printing/copying of downloaded documents and provide control over termination of access to all such files.

   (vi) Document storage space or required capacity with flexible scalability option for a period of one year and extendable on mutual agreement.

   (vii) Fifty concurrent user licenses with ability to group users into categories as may be instructed and facility to add users in bulk and manage permissions for each of the users.

   (viii) There shall be no restrictions on the number of documents which may be uploaded or downloaded/viewed.

   (ix) The user interface shall be customizable which shall include a user-friendly document folder& sub-folder view that supports grouping, arranging, sorting, listing, arranging etc. with time-stamps.
(x) The solution shall support smart filters, indexing, keyword search and bulk print/download/upload operations each subject to the respective file permissions.

(xi) The Bidder’s data centres where the data is finally stored should be secured certified with necessary safe data back-up facilities.

Security features including:-
- Minimum 256 bit encryption,
- Proper authentication,
- Permission based users roles,
- Permission based user access to specific files and folders,
- Copy, view, download, print enable/disable,
- Automatic session timeout/expiration,
- Logging of each access and time-stamping,
- Easy and quick hiding of documents/portions, etc should be supported for securing the data uploaded.
- Secured Cloud facility.

(xii) The provider shall ensure 99.5% uptime for the service once deployed. Separate SLA will be signed.

(xiii) Facility for role based user management (creation, deletion, modification, privilege assignment, access restrictions) shall be provided. User access shall be restricted by valid credentials.

(xiv) Activity tracking of each individual users should be possible with reports on downloads, etc. to be provided on demand to the Company.

(xv) The provider shall commit that the data uploaded by the Company / its representatives as may be authorized shall never be used directly or indirectly for any other purposes and also that no one else including the customer support team of the provider would have access to the Company’s data and any other data in the VDR.

(xvi) Customer support over phone and email shall be available for all the technical and functional queries by the end users and/or the Company and/or representatives of the Company during the Business days i.e. Monday to Saturday. Alerts intimating the critical events, maintenance, etc. shall be given via email and SMS in advance.

(xvii) The Bidder shall provide a written confirmation that post the assignment or upon the request of the Company, any and all data uploaded during the assignment have been returned to the Company on a disk and is permanently deleted and destroyed from the servers of the Bidder including termination of
access to all the files that may have been downloaded by end-users with immediate effect.

(xviii) The Bidder shall provide on-site scanning services including for colour documents and all sizes of paper by providing the Manpower, Required Hardware, etc. EPI will provide the required work space inside our office, desktop, power source, internet connectivity for scanning, indexing and uploading the documents on VDR through the application. Dual side scanning shall be counted as 2 (two) separate A4 pages.

(xix) Period of contract: Minimum 1 (one) year. May be extended on mutual understanding if required.

(xx) Compatibility of Moving of Data from one cloud to another cloud or in-house data center without any hassle is to be confirmed by the Vendor & Cloud storage provider.

6. General Terms and Conditions
   a. The vendor has to take care on Pre scanning operation of the files (Opening tags/removing any pins etc.) Scanning of documents, Re-filing of the documents, Unbinding and Re-binding of Books and handing over back to the company.

   b. Scanning Specifications
      Format : .pdf or .jpeg (as agreed)
      Resolution : 200 DPI (Minimum)
      Color : Colored or Grayscale

   c. Handwritten & Typewriter printed Documents & Images shall be made Searchable through Filename & Metadata.

   d. The vendor has to take back the scanners after completion of contract period.

   e. Our office working hours is 09:00 Hrs to 17:30 Hrs with a break in between 13:00 Hrs to 13:30 Hrs. from Monday to Friday except notified holidays. Vendor is allowed to work during the operational hours only for scanning of documents and has to return the physical documents to the concerned official before closing of the business hour on that day.

   f. Delivery Time
      The solution to be implemented within 15 days from the date of Work Order and the digitization of documents should be completed within 30 days from the date of Work Order.

   g. Transportation, Food & Lodging etc. is to be taken care by the solution provider and no other payments done by EPI other than the items mentioned in the Price Bid.
h. No other amenities will be provided by EPI other than the items covered in Point No xviii of Scope of Work.

(i) No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the bidder shall be deemed to have accepted all conditions specified in these ‘Tender Documents’. EPI does not bind itself to accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the bidder and their price bid shall not be opened.

7. Commercial Terms & Conditions

(a) The period of the contract is one year however EPIL shall reserve the right to terminate the contract, with one month’s notice, at any time during the contract period, without assigning any reasons. In case of termination of contract by EPIL, any claim other than the cost of prints till the termination date will not be payable.

(b) Terms of Payment:

The fee to the selected and appointed Bidder shall be paid in Indian Rupees as under:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>% of the total fee to be paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>On setting up cloud based Virtual Data Room, Integration of Document</td>
<td>Monthly rental charges at the end of every month for Cloud Services.</td>
</tr>
<tr>
<td>Management Solution Application and providing user access</td>
<td></td>
</tr>
<tr>
<td>Completion of Scanning, Indexing &amp; Uploading of Complete Documents (</td>
<td>50% on completion of scanning of pages and balance 50% after indexing and uploading of</td>
</tr>
<tr>
<td>Approximately 2 Lacs A4 Pages)</td>
<td>documents</td>
</tr>
</tbody>
</table>

- The payment will be made, on certification by IT Division, New Delhi, as per the satisfactory of work executed.
- Payment for Document Management Application will be made after successful installation and provision of user access.
- Scanning Services payment will be made at actuals and as above.
- Cloud based services payable monthly at the end of every month.
(c) **Confidentiality:** Vendor/ Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser/ lessee and also of the systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/ contract.

(d) **Non-Disclosure Agreement:** Non-Disclosure Agreement shall be signed as per EPIL format (copy enclosed) in Compliance to Information Security Management Systems.

(e) **Performance Security Deposit:** The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract in the form of DD or BG valid for one year from the date of contract.

8. **Amendment of NIT**

   (a) At any time prior to the Bid Due Date, the Company may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the NIT by the issuance of Addendum.

   (b) Any Addendum thus issued will be published on website.

   (c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Client may, in its sole discretion, extend the Bid Due Date.

All bidders are required to enclose signed and stamped copy of General Purchase Conditions (GPC) as a token of acceptance along with Technical bid.

The order shall be governed by the Indian laws for the time in force.

Jurisdiction – All disputes shall be subject to Delhi Courts only.

**Arbitration Clause/ Dispute Resolution:** The Courts of Delhi will have exclusive Jurisdiction to adjudicate any dispute arising under this Contract.
EPI reserves the right to accept or reject any or all tenders and also the right to place orders for full or part quantities or split amongst various bidders without assigning any reason whatsoever.

**Tenders to be addressed to:**
ED (Contracts)
Engineering Projects (India) Ltd,
3rd Floor, Core 3, Scope Complex,
7, Lodhi Road, New Delhi – 110003,
Ph: 011- 24361666, 011- 24365012
Fax: 011 - 24363426
E-mail: contracts@epi.gov.in

Enclosures: 1. Technical Specifications as per Annexure-I
2. Price Bid format as per Annexure-II
3. NDA as per Annexure – III.
4. General Purchase Conditions of EPI as per Annexure-IV.
5. Affidavit as per Annexure – V.
## Technical Specifications:

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Component</th>
<th>Requirements &amp; Functionalities</th>
</tr>
</thead>
</table>
| 1.     | Virtual Data Room (VDR) with Document Management Solution Application | (a) 200 GB of Storage Space with required Configuration of Processor, RAM & Proper Security Certification & Backups as per the Scope of Work for smooth functioning.  
(b) Document Management Solution Application Implementation & Training with access of 50 Concurrent Users  
(d) Functionalities required:  
Metadata, Categorize, Manage File Users, Ownership, Checkout, Update, Lock, Rename File  
Minimum 5 (five) no. of Fields with Search criteria  
Multiple users as administrator and the admin user only to be authorized to provide rights to other users (like view/print/delete/upload/download etc.)  
Compatibility of Moving/migrating of Data from one cloud to another cloud or in-house data center without any hassle at later stage is to be confirmed by the Vendor & Cloud storage provider  
Backups when and as required by us. |
| 2.     | Document Management Services | (a) Scanning, Indexing & Uploading of Documents of approximately 2 lacs A4 Pages  
(b) Scan Output: Colour/Black and White, PDF@200 DPI; Searchable PDF  
(c) Dual sided scanning will be counted as 2 separate pages |
Tender No. : DLI/CON/ITD/653

**Annexure-II**

**Price Bid format**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of items</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Amount(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cloud based Virtual Data Room (VDR) and Services</td>
<td>12 Months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Document Management Application Solution: On-Cloud Server for 50 concurrent user licenses including Installation&amp; Training.</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Service Charges for providing scanning services (Approximately 2 Lacs A4 Pages)</td>
<td>2 Lakhs Pages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Any other Charges</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

(Rupees in words ..................................................................................................................................)

**Note:**

1. Prices are inclusive of all Taxes & Duties including GST.

2. Quantity mentioned in above is indicative for the purpose of arriving L1 Bidder. However the payment will be made at actuals.

3. Bidder to submit breakup of quoted price into base cost and GST component.

**Optional:**

Charges for additional storage per GB / Month beyond Free Storage may please mentioned separately. (This is not a part of above price schedule and will not be considered for arriving L1 Bidder)
ANNEXURE-III

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on by Engineering Projects (India) Ltd and M/s ………………………………………………….. between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and
WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party. WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

"Confidential Information". For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

Non-disclosure Obligations. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
ii. Not to use any of the Confidential Information except for the Business Purposes.
iii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the disclosing Party in accordance with this Non-Disclosure Agreement.
iv. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
v. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the business purposes.
vi. To advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon request of the disclosing Party, to provide the disclosing party with a copy of a written agreement to that effect signed by such persons.

vii. To comply with any other reasonable security measures requested in writing by the disclosing Party.

viii. To refrain from directly contacting or communicating by whatsoever means to the source(s) of Information without written consent of the disclosing Party.

ix. To undertake not to disclose any names and their particulars to third parties without the written consent by the disclosing party.

Legal Address of the Parties:

Party A: 
Engineering Projects (India) Ltd

Authorized signatory

Party B: 
[..............................................]

Authorized signatory