Notice Inviting Tender

Tender No.: DLI/CON/ITD/656  
Date: 09.07.2019

Last date of receipt of tender: 23.07.2019 upto 12.00PM  
Date & Time for opening of Technical Bid: 23.07.2019 at 02.00PM

TENDER ENQUIRY IN TWO BID SYSTEM

Tender Notice for Engagement of Virtual Data Room (VDR) Service Provider for securely hosting & accessing the documents for the use of EPIL, New Delhi.

Item:

Engineering Projects (India) Limited (EPIL) invites the open online e-Tenders for engaging a Virtual Data Room (VDR) Service Provider for securely hosting & accessing the documents for the use 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 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:

1.1 To be eligible for pre-qualification, an interest bidder shall fulfil the following conditions of eligibility:

1.1.1 Interested Bidder or it’s OEM shall have proprietary software which shall be capable of hosting the data room with all the features as outline in Scope of Work.

1.2 Technical Capacity

1.2.1 The Interested Bidder or its OEM must have worked with at least one reputed Indian Company in last five years from the date of the subject NIT. Photocopy of Work Order/LOI, job completion certificate/document showing proof of similar works and its value (duly notarized) executed during last 05 years. In case completion certificate is not available, an undertaking may please be furnished for the same.
Work Experience:

1.2.1.1 Three similar works, each costing not less than the amount equal to Rs.2.20 Lakhs.

OR

1.2.1.2 Two similar works, each costing not less than the amount equal to 3.30 Lakhs.

OR

1.2.1.3 One similar work of aggregate cost not less than the amount equal to 4.40 Lakhs.

Note: “Similar Work” shall mean providing service for Virtual Data Room for securely Hosting Digital Documents on web.

1.3. Financial Capacity: Should have average annual financial turnover on works amounting at least 2.75 lakhs during the last three consecutive financial years ending on 31.03.18 duly certified by a Chartered Accountant.

1.4 The VDR provider must submit photocopy of PAN Card issued by Income Tax Authority and GST Registration Certificate.

1.5 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) Bidder has to provide / give undertaking incase GST is not applicable for his firm

1.6 Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the MSME 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.

1.7 Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2018, Copies of Annual report
including therein balance sheet and statement of profit & loss and a Certificate from Chartered Accountant along with UDIN issued by ICAI is also to be submitted.

2. Techno-Commercial Bid

2.1 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-III complete ‘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”.

2.2 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 07.00PM on 09.07.2019; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.590 /- (Rupees Eleven Thousand Eight Hundred is inclusive of GST@18%) as non-refundable document fees in the form of demand draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi. Tenders submitted without Tender fees or inadequate amount of tender fees shall be rejected.

2.3 The bidders are required to deposit Earnest Money Deposit (EMD) of an amount of Rs.11,000 /- (Rupees Eleven 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.

2.4 If any credentials are found to be fraudulent / fabricated then not only tender will be rejected but also EMD shall be forfeited and action will be taken to debar the fraudulent bidder for future EPIL tenders.

3. Price Bid

3.1 The Price Bid to be submitted by bidders online mode only on MSTC portal and price should be inclusive of taxes and GST.
3.2 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.

3.3 Bidders are requested to send their queries regarding ‘Tender Documents’ if any in writing by post or fax or email latest by the 16.07.2019 upto 12.00PM and to the address specified in the Data sheet.

4. **Scope of Work**

4.1 Providing secured virtual data room services (“VDR”) for the purposes of hosting the documents. The VDR services shall conform to the following:

4.1.1 VDR shall be a web-based application hosted on suitable server for document uploading and accessing, must support recent versions of all the leading web browsers like Mozilla Firefox, Internet Explorer, Microsoft Edge, Safari, Chrome, etc.

4.1.2 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.

4.1.3 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.

4.1.4 Document storage space of 200 GB with flexible scalability option for a period of one year and extendable on mutual agreement.

4.1.5 25 (Twenty five) 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.

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

4.1.7 The user interface shall be user friendly.

4.1.8 VDR shall support smart filters, indexing, keyword search and bulk upload operations each subject to the respective file permissions.
4.1.9 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 128 bits 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.

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

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

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

4.1.13 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.

4.1.14 24x7 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.

4.1.15 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.

4.1.16 The Virtual Data Room Services (VDR) to be started within 7 days from the date of issue of LOI.
4.1.17 Period of contract: Minimum 1 (one) year. May be extended on mutual understanding if required with the same Price, Terms & Conditions.

6. General Terms and Conditions
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
7.1 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.

7.2 Terms of Payment:

The fee to the selected and appointed Bidder shall be paid Monthly Charges at the end of every month for VDR Services in Indian Rupees on certification by IT Division, New Delhi, as per the satisfactory of work executed.

7.3 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.

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

7.5 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
8.1 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.

8.2 Any Addendum thus issued will be published on website.

8.3 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.

9. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

10. Tenderer shall submit duly stamped & signed scan copy of following documents online:
    (a) Copy of PAN Card Certificate.
    (b) Copy of GST Registration certificate.
    (c) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
    (d) CA certified audited balance sheets and profit and loss account statements along with schedules for the last 5 years.
    (e) OEM certificate.
    (f) Turnover certificate for last three consecutive financial years ending on 31.03.18 duly certified by a Chartered Accountant.

All bidders are required to enclose signed and stamped copy of General Purchase Conditions (GPC) as per the Annexure-IV 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,
For more information on EPI, visit our website at: http://www.epi.gov.in

For more information on the e-tender visit website of M/s MSTC Ltd. at: http://www.mstcecommerce.com/eprochome/EPIL

Enclosures: 1. Price Bid format as per Annexure-I
   2. NDA as per Annexure – II.
   3. Affidavit as per Annexure – III.
   4. General Purchase Conditions of EPI as per Annexure-IV
Tender No. : DLI/CON/ITD/656

Annexure-I

**Price Bid format**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Work Description</th>
<th>Rate(Rs.)/ Month</th>
<th>Qty</th>
<th>Amount(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly charges for providing virtual data room service with 25 users and 200 GB storage space for securely hosting the documents considering scope of work mentioned in Clause 5</td>
<td></td>
<td>12 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add :GST (…%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td></td>
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</tbody>
</table>

(Rupees in words ……………………………………………………………………………………………)(Rate including all taxes & GST)

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)