



एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)

**Tender for Engagement of Service Provider for
providing Virtual Data Room Services (VDR).**

Corporate and Registered Office

HLL Bhavan, Poojappura,
Thiruvananthapuram- 695012
Kerala, India.

Tel: +91- 471-2354949

Website: www.lifecarehll.com

CIN: U25193KL1966GOI002621

TENDER NOTICE

Tender Notice No. HLL/CHO/IT/CS/2019

13.08.2019

HLL Lifecare Limited (HLL) is a Govt. of India Enterprise under the Ministry of Health and Family Welfare. HLL invites bids in two part in sealed covers for the under mentioned item subject to the 'Scope of Work' and 'Term & Conditions' enclosed herein valid for a minimum period of 2 years from the date of opening i.e., 03-09-2019.

S.No.	Description	Details
1	Name of Work	Engagement of service provider for providing Virtual Data Room Services (“VDR”) for 50 Users
2	Earnest Money Deposit	Rs. 25000/-
3	Enablement of services.	Within 48 hours of intimation to the bidder

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from our website <http://www.lifecarehll.com> or CPP portal (www.eprocure.gov.in)

Note:

1. Any downloading from the website is at the sole risk and responsibility of the user. HLL will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.
2. Corrigendum/addendum to this tender if any, will be uploaded in company website and CPP portal as mentioned above.

3. Sealed technical and price bids are to be submitted in separate envelopes and then both packets to be submitted in single sealed envelope.
4. HLL reserves the right to reject any or all the tenders, in part to full without assigning any reason thereof.

L. Ajithkumar

Vice President (IT),
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949, 2358014 (Direct)
Email : vdr@lifecarehll.com

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IMPORTANT INFORMATION

Sl.No	Events	
1	EMD	Rs.25,000/-
2	Bid Validity	2 Years
3	Last date for submission of Bids	15.00 Hrs on 03.09.2019
4	Date of Opening of Technical Bids	15.30 Hrs on 03.09.2019
5	Date of opening of Commercial Bids	Will be intimated later to the Technically qualified Bidders
6	Address of submission and opening of bids	Vice President (IT), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Phone – 0471 – 2354949, 2358014

Background

HLL Lifecare Limited (formerly known as Hindustan Latex Limited) (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. HLL commenced its journey to serve the Nation in the area of Health Care, on March 1, 1966 for the production of male contraceptive sheaths for the National Family Planning Programme. The company commenced its commercial operations on April 5, 1969 at Peroorkada in Thiruvananthapuram, Kerala. The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in-vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin for male condoms

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Surgical and Examination Gloves, Blood Banking equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts etc. The company has a wide network of stockiest and retail outlets spread across the length and breadth of the country to market its products.

The Retail Business Division (RBD) of HLL is into the Retail Pharmacy business. Retail Business Division operates under different brands and business models. The Retail Pharmacy Chains- AMRIT, AMRIT Deendayal Pharmacies, HLL Pharmacies & Surgicals, HLL Opticals, Free Generic Pharmacies (FGP) and Janasanjeevani stores etc. are to name a few of their brands.

The Healthcare Service Division (HCS) of HLL is setting up and operating High-end path lab facilities and imaging centres across the country partnering with various State Governments and Central Government Institutions. The purpose of this division is to make available the high

end path lab diagnostic facilities and imaging facilities to poor and needy patients at much affordable rates.

Today HLL a multi-product company with 5 subsidiaries and 1 joint venture firm, namely HLL Infratech Services Limited [HITES], Goa Antibiotics and Pharmaceuticals Limited [GAPL], HLL Biotech Limited [HBL], HLL Medipark Limited, HLL Mother and Childcare Hospitals Limited and Life Spring Hospitals Private Limited [LSH]. State-of-the art manufacturing facilities and regional offices across India. HLL have global presence in 115 countries.

The Government of India (GOI) has 'in-principle' decided to disinvest its entire shareholding in HLL through strategic sale ("**Transaction**"). Accordingly for the purposes of carrying out due diligence in relation to the Transaction, HLL is looking to engage the services of corporate/firms/organisations/institutions, which have requisite experience in the field of providing secured virtual data room services for the purposes of hosting the documents in relation to the Transaction .

INSTRUCTION TO BIDDERS

Any bidder who meets the Bidder's Pre-Qualification Criteria as per tender and intends to quote against this tender may download the bidding document from HLL **website:-** <http://www.lifecarehll.com> or Central Public Procurement Portal www.eprocure.gov.in and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

1. Eligibility Criteria/ Pre-qualification

To be eligible for pre-qualification, an Interested Bidder shall fulfil the following conditions of eligibility:

- The Interested Bidder should be an entity registered and operating in India.

Technical :

- The VDR provider must host the Company's data on ISO 27001 Certified servers in India to ensure security, availability and privacy of the data. Copy of relevant ISO certificate must be enclosed.
- The VDR provider must have worked with at least one reputed Indian company in last five years from the date of issue of the bid. Photo copy of Work order / LOI, job completion certificate/ document showing proof of similar works executed during last 5 years ending on 31-07-2019.

Note: "**Similar work**" shall mean Providing Service for Virtual Data Room for Securely Hosting Digital Documents.

- The VDR provider should provide a minimum of 99.5% per month services uptime guarantee.

- The VDR provider should provide the users two-factor authentication for additional security.
- The VDR provider should provide 24/7/365 global support through Phone, Email and Live Chat. A dedicated project manager should also be provided to conduct training, answer questions and assist with the initial set-up of the data room. Support should be available to all parties interfacing with the platform. The VDR provider should have support and project management team with the capacity to interact in English as well as in the national language – Hindi.
- VDR provider should ensure that all the data whether inbound, outbound or at rest should be connected via secure connection (https) and the data should be encrypted in transit via SSL end points / TLS-encrypted end points using the most up to date TLS v1.2 cipher suites.
- The VDR provider should agree to permanently delete the entire dataset within 15 Days from the service deactivation or deletion request.
- 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.
- Activity tracking of each individual users should be possible with reports on downloads, etc. to be provided on demand to the Company.
- Bidder has to give technical Demo/presentation to ascertain the suitability of the VDR.

Financial:

- The bidder should have a positive net worth during last three years. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years.
- The VDR provider must submit photo copy of PAN Card issued by Income Tax Authority and GST Registration certificate.

Bid should accompany an earnest money deposit of Rs. 25,000/- (Rupees Twenty five Thousand Only) in the form of a Demand Draft drawn from a Scheduled commercial bank in favor of 'HLL Lifecare Limited' payable at Thiruvananthapuram. No other mode of payment will be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of demand draft, any failure to comply with the same shall be at the risk of the bidder. **Quotation/Bid without EMD may not be considered.** However, MSME registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

- The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which a declaration stating that the bidder has not been blacklisted by any institution of the Central/State Government in the past three years should be submitted.
- The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids fulfilling the above eligibility/ pre-qualification conditions

will only be evaluated by the duly constituted evaluation committee. HLL reserves the right to reject the bid without making any reference to the bidder.

Note:

The Bidder will be required to return the original Tender Document duly signed by competent authority on each page as a part of the response to the Tender. It shall be expressly agreed therein by the Bidder that he has read and understood the complete Tender Document and shall comply with the same without any deviations.

2. Submission of Bid:-

Bidders are required to submit their bids under two envelopes as detailed below:

Envelope (A)

1. Earnest Money Deposit (EMD) as per clause No 5.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC registered Companies.

2. Documents in support of 'Pre-Qualification Criteria for Bidders' as per the requirement.

3. Price Confirmation Copy - A copy of Priced offer keeping price blank(hiding the price) and in place indicating "Quoted" or "V ", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted.

4. Photo copy of PAN card.

5. A Copy of valid GST registration certificate

6. Any other document as per the requirement specified in the tender.

7. Completed annexures

a. Vendor's data

- b. Check List
- c. Tender acceptance letter
- d. Non-disclosure agreement
- e. Declaration

Envelope (B) :

Price Bid i.e. Annexure-6, Schedule of Rates with quoted rates against each head, signed and stamped

All the above two envelopes should be super scribed with respective **Envelope no., Tender No. and closing date of the bid.** These two envelopes should be sealed and placed in a third envelope which should be addressed to the under mentioned and super scribed with our **Tender No. on the cover of your quotation with due date.** You are requested to clearly mention the details enabling us to identify your quotation. Sealed quotations must be addressed to:

L. Ajithkumar
Vice President (IT),
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949, 2358014 (Direct)
Email : ajith@lifecarehll.com

3. Opening of Bids:

Bid opening will be Public. Envelope A will be opened on Technical Bid Opening Date i.e. 03-09-2019. The price bid opening date will be informed to technically qualified bidders.

4. Price Evaluation Criteria:

The bidder has to submit/furnish all necessary documents/information to enable HLL claim credit in respect of GST or any other tax, duties, if any. In case a bidder does not

fill up any amount and leaves it blank or writing 'N/A' or put against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

5. Earnest Money Deposit (EMD):

Earnest money deposit shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'HLL Lifecare Limited, Thiruvananthapuram. **Quotation/Bid without EMD may not be considered.** However, MSME registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

- a. EMD shall be refunded:
 - i. To the unsuccessful bidders after acceptance of order by the successful bidder.
- b. No interest shall be payable on EMD.
- c. EMD may be forfeited without prejudice to any other right or remedy of HLL including but not limited to following circumstances:
 - i. If a bidder withdraws his bid during the period of bid validity.
 - ii. In the case of successful bidder, if the bidder fails to accept the order
 - iii. If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid.

6. **Validity of Bids:**

Prices quoted should remain valid for our acceptance for a minimum period of 2 years from the date of opening of technical bids. HLL will not allow any revision in prices within validity period after sealed tender are opened

7. **Clarification of Bid Document**

- a. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser by e-Mail at vdr@lifecarehll.com. The Purchaser shall respond to any request for the clarification of the Bid Document, which it receives not later than 5 days prior to the date of opening of the Bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be published in our website.
 - b. Any clarification issued by HLL in response to a query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
 - c. No post bid clarification will be entertained from the bidders in this regard.
8. If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the owner at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

9. Bidders are required to carefully go through the entire scope of enquiry, terms and conditions, and other requirements before quoting. They should feel free to contact HLL before submission of bid if they have any query on it. Once the bid is submitted, HLL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
10. Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
11. Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the enquiry. HLL shall appreciate to receive a Bid having no deviation. However, any potential deviation or exclusion may please be raised as a query before 5 days prior to the date of submission of the Bids...
12. Bids must be submitted on or before the closing date and time physically at the office of **Vice President (IT), HLL Lifecare Limited, Corporate Head Office, HLL Bhavan, Poojappura, Thiruvananthapuram 695012, Kerala** or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
13. Bids through fax and e-mail shall not be acceptable.
14. HLL reserves the rights to assess bidder's capability and capacity to perform the contract.
15. HLL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in

which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. HLL is at liberty to take any of the following actions in case of this tender:

- a. to cancel the tender without reference to the bidders.
- b. to postpone the due date and time.

16. Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though HLL Lifecare Limited may withdraw the enquiry/tender or reject all bids.

17. **Non-Disclosure Agreement:** The successful bidder shall sign a Non-Disclosure Agreement as per HLL format Annexure-4.

SCOPE OF WORK

Engagement of Virtual Data Room (herein after called the “VDR”) service provider for a strategic transaction (herein after called the “transaction”). HLL Lifecare Limited (HLL) hereby referred as the “Company” is going through the transaction and as such needs a VDR service provider to provide VDR services to run and manage the transaction in the ultra-secured and compliant manner as per Technical Specification detailed below:

1. Details of Quantum of data and Period
 - a. Data : 10 GB
 - b. Period : 3 months
 - c. Users : 50
 - d. Option for incremental usage (to be billed only when triggered)
 - i. Month to month extension: Amount per month
 - ii. Additional storage : Amount per 10MB
 - iii. Additional users: Amount per 10 users
2. The VDR should be a web based, simple to use and operate application.
3. The VDR should have a plug-in free web platform to upload and download data.
4. The VDR should operate seamless on all major web browsers like Google Chrome, Internet Explorer, Microsoft Edge, Safari, Firefox etc., on major operating systems like Windows and Mac and on all devices like Desktops, Laptops, Tablets& Smart phones.
5. The VDR should support in browser viewing of all major business file formats like PDF, MS Office, Common image files like JPEG, PNG, Media files like MP4.

6. The VDR should have the capability of applying plugin free DRM (Digital Rights Management) to let download the standard business file formats like PDF to restrict its use even after they have been downloaded with an option to instantly revoke access or auto expiration of access at a pre-defined date/time.
7. The VDR should have the option to perform Search and apply smart filters for the documents and its contents (if the OCR scanning is done).
8. The VDR should have a minimum of 256 Bit Data encryption.
9. The VDR should have auto document indexing with the capability to auto re-indexing.
10. The VDR should have a simple interface to add users into the VDR and should have the flexibility to apply different access rights and permissions to different user groups. The document permissions for end users should include the choice to allow or disallow Viewing, Deleting, Copying, Printing, Editing, Downloading and Uploading.
11. Customizable user access and viewing restrictions, e.g. By company, By individual user, By project, By folder, By file etc. should be present in VDR.
12. The VDR should have the capability to apply dynamic watermarks when the documents are reviewed by the end users and should capture a custom text, name, email, date and time and the IP address of the end user.
13. VDR should have the capability to effectively manage Q&A during the transaction.
14. The VDR should have a complete log and audit trail for each and every document and the activity happening on the VDR. Along with the logs, the VDR must also be able to provide graphical and statistical customizable reports to track. All such records and reports are to be provided on a weekly basis and also on demand.

15. Bulk data upload and download features should be present in VDR.
16. Ability to view/protect documents in their native formats, disable copying text and screen capture features should be present in VDR.
17. Sensitive information held on data storage media (including magnetic tapes, disks, printed results, and stationery) should be protected against corruption, loss or disclosure.
18. The whole VDR system should be replicated at all times to ensure security and high availability purposes. If Virtual Machines are to be used for replication purpose, they all should be deployed in a separate environment.
19. Secondary layer of real time server replication is required which may be activated in case of a disaster event (Failover).

Other Conditions

- a. The VDR provider should provide a minimum of 99.5% services uptime per month
- b. The VDR provider should provide an option to the users to enable two-factor authentication for additional security.
- c. The VDR provider should provide 24/7/365 global support through Phone, Email and Live Chat. A dedicated project manager should also be provided to conduct training, answer questions and assist with the initial setup of the data room. Support should be available to all parties interfacing with the platform. The VDR provider should have a support and project management team with the capacity to interact in English as well as in the national language – Hindi.

- d. The VDR provider must host the Company's data on ISO 27001 Certified servers in India to ensure security, availability and privacy of the data.
- e. VDR provider should ensure that all the data whether inbound, outbound or at rest should be connected via secure connection (https) and the data should be encrypted in transit via SSL end points /TLS-encrypted end points using the most up to date TLS v1.2 cipher suites.
- f. The provider shall commit through an NDA 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.-
Annexure -4
- g. The VDR provider should agree to permanently delete the entire data set within 15 Days from the service deactivation or deletion request.
- h. 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 media 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.
- i. Zero Date for creation or initiation of VDR will be intimated later to successful bidder after issue of LOI/PO. Three months duration of VDR will be started from this Zero Date.
- j. Alerts intimating the critical events, maintenance, etc. shall be given via email and sms in advance.

GENERAL CONDITIONS OF CONTRACT

- 1. Scope:** Shall be as per 'Scope of Work' clause with the tender.

- 2. Firm Price :** Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

- 3. Taxes and duties :**
 - 3.1 All applicable taxes & duties shall be paid at actual at the prevailing rate only. However, rate of GST, any other tax as applicable should be indicated in the 'Price Schedule'.

 - 3.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled completion period, as per contract, shall be paid at actual on production of documentary evidence.

 - 3.3 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/duty by statutory authorities, HLL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/completion period only, as mentioned in the P.O./Contract and amendment(s) there to.

 - 3.4 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O./Contract, shall accrue to HLL's a/c.

- 4. Delivery/Completion Period :** The Virtual Data Room Services (VDR) to be started within 48 hours of intimation to service provider for the start of services.

5. Payment Terms :

5.1 50% of the total contract value as upfront payment shall be released within 10 days of start of services against the submission of Bank Guarantee (BG) for the equivalent amount taken from Scheduled /Nationalised bank validity upto 1 month of setting up of VDR.

5.2 Sum of 40% of the total contract value will be released after 1 month of setting up of VDR

5.3 Balance 10% of the total contract value will be paid after the end of project.

6. Tax Deduction at Source : Income tax, as applicable as per income tax act, shall be deducted at source from contractor's bills and a certificate towards this deduction can be obtained from the TRACES site. The bidder has to submit the copy of PAN.

7. Security Deposit: Earnest money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.

7.1 No interest shall be payable on Security Deposit.

7.2 HLL, however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.

7.3 Security deposit shall be refunded after completion of Contract on due fulfillment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

- 8. Liquidated Damage Clause:** In the event of delay in setting up of VDR, price reduction @ 0.5% per day or part thereof subject to maximum 5 % of total order value shall be recovered from supplier's bill(s).
- 9. Insurance:** Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by supplier at his cost.
- 10. Termination :** In the event of unsatisfactory performance, HLL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.
- 11. Force Majeure:** The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Supplier shall provide justification by documentation countersigned by the local chamber of commerce.
- 12. Jurisdiction:** This contract shall be deemed to have been entered into at Thiruvananthapuram and all cases of action in relation to the contract shall, therefore, be deemed to have been assigned within the jurisdiction of Thiruvananthapuram, Kerala.

Vendor's data

1	Name of vendor			
	Registered Address			
	Postal Code		Company's Year of establishment	
	Company's nature of business		Company's Legal Status	
	Registration No.		Phone	
	Fax No.	Website		
	Name of Proprietor/CEO			
	Phone/Mobile No.			
	Email id			
2	Correspondence Address			
3	Name of Contact Person for this Tender			
	Designation			
	Phone/Mobile no.			
	Email Id			
4	Sales Tax related information			
	TIN No.			
	L.S.T. No.			
	C.S.T. No.			
	Sales Tax Exemption No. (if any)			

	GST Number	
5	Income Tax related information	
	PAN No.	
	PAN reference no. (in case PAN applied for)	
	PAN Status (in case PAN applied for)	
6	Excise duty related information	
	ECC No.	
	Range	
	Collectorate	
	Registration No. with Directorate of industries.	
	SSI/MSE Reg. No. (if Small Scale Industrial Unit)	(Please enclose certificate from DIC/NSIC along with Certificate from registered CA with value of plant and machinery)
	Is MSE/SSI is SC/ST?	Yes / No (If Yes please enclose relevant certificate as proof)
7	Bank related information	
	Bank Name	
	Branch Name	
	Bank Address	
	Bank Phone No.	
	Bank MICR Code (9 digit)	
	RTGS-IFC Code	
	Account type	
Account No.		

	Swift code	
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Correspondence with respect to this tender may be addressed to Mr/Ms
..... at email id and
mobile no.....

I / We, accept that, you may send SMS and/or email regarding this tender/any other tender,
award of contract, purchase order(s) and/or any other information on any/all mobile nos.
mentioned in this vendor data sheet.

I / We certify that the information given herein is correct to the best of my knowledge and
belief.

Signature of Authorised signatory

Seal of the company/concern

CHECK LIST

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

NAME OF BIDDER:

OFFER NO.:

SL.No	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS
1	Firm Price: Rates shall be firm and subject to no escalation till the contractual completion period.	
2	EMD/ NSIC registration Certificate and Bank details. As per the tender	
3	Payment Terms: Payment shall be made. As per the terms of the tender	
4	Security Deposit: (EMD) is retained as Security Deposit.	
5	Delivery/ Completion Period: The Virtual Data Room Services (VDR) to be started within 48 hours of intimation to service provider for the start of services	
6	LD Clause: @ 0.5% per day subject to maximum 5 % of total order value.	
7	Validity: Shall be 2 years from date of opening of technical bids Bid.	
8	Price Confirmation Copy - A copy of Priced offer(Annexure-6), keeping price blank (hiding the price) and in place indicating "Quoted" or "v ", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be Submitted along with Un-priced Techno Commercial BID.	
9	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate.	
10	Whether the M S E Company is owned by SC / ST (YES / NO.)	
11	Photocopy of PAN card	
12	A Copy of valid GST registration certificate.	
13	Address of IT counter where the bidder files Income Tax.	
14	Confirmation of Acceptance to all Terms and Conditions of the	

	Tender Document in totality.	
15	Name, Designation, Telephone Nos. & Fax No. of Contact Person for this Enquiry.	

It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.

SIGNATURE & STAMP OF
THE BIDDER

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), etc.), which form part of the purchase order agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours
Faithfully,

(Signature of the tenderer, with Official Seal)

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (“Agreement”) entered into on thisday of, 2019 (the “Effective Date”)

Between

XXXXXXX, registered as a [*specify relevant form of organization firm / company*] incorporated under [*mention the relevant law under which xxxxxxx is registered in*] with registered office at (hereinafter referred to as “the VDR Service Provider”) which expression unless repugnant to the context shall mean and include its successors in interest etc.) of the second part:

and

HLL LIFECARE LTD., a Government of India Enterprise incorporated under the Companies Act, 1956 and having its registered office at HLL Bhavan, Mahilamandiram Road, Poojappura, Thiruvananthapuram -695012, Kerala, India (hereinafter referred to as “HLL”).

The Virtual Data Room Service Provider [VDR Service Provider] and HLL are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

1. WHEREAS

- (A) HLL has decided to engage XXX as the VDR Service Provider to prepare business turnaround strategy plan for HLL.
- (B) The VDR Service Provider has requested HLL to share certain confidential information and documents of HLL for enabling the VDR Service Provider to prepare business turnaround strategy plan for HLL.
- (C) HLL wishes to protect and preserve the confidentiality of such information and documents provided by HLL to the VDR Service Provider by preventing its unauthorized disclosure and use in accordance with the terms of this Agreement.
- (D) The VDR Service Provider agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement.

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

1. Confidential Information

- (a) Subject to the provisions of this Agreement, all information disclosed by HLL to the VDR Service Provider, shall be deemed to be “**Confidential Information**” for the purposes of this Agreement.

- (b)
 - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, cell lines and procedures and formulations for producing any such sample, medium, and / or cell line, process, formula or test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which HLL provides to the VDR Service Provider whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. However, all the Confidential Information disclosed by HLL in an intangible form shall be reduced to writing by HLL within 10 (ten) days from such disclosure and a copy of the same shall be provided to the VDR Service Provider.

 - (ii) Confidential Information includes information disclosed by HLL or by any individual, firm or corporation controlled by, controlling, or under the common control of HLL.

 - (iii) Confidential Information shall not include any information which the VDR Service Provider can demonstrate to HLL :
 - (A) is now, or has become, through no act or failure to act on the part of the VDR Service Provider, generally known or available to the public;
 - (B) is known by the VDR Service Provider at the time of receiving such information as evidenced by its records;
 - (C) is discovered/independently developed by the VDR Service Provider independent of any disclosures by HLL; or

- (D) is hereafter furnished to the VDR Service Provider by a third party, as a matter of right and without restriction on disclosure.
- (c) Notwithstanding any other provision of this Agreement, the VDR Service Provider shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body or is required by any law, provided, however, that the VDR Service Provider will give HLL prompt written notice of any such requirement, as far as is reasonably practicable.

2. Disclosure

The VDR Service Provider may disclose the Confidential Information to its employees (*including employees of its subsidiaries, parent company and other related legal entities*), VDR Service Provider, agent and/or advisor or any other representative of the VDR Service Provider (the "Representatives"). The VDR Service Provider will inform the Representatives of the confidential and proprietary nature of Confidential Information. The VDR Service Provider will be responsible and liable for any breach of the terms and conditions of this Agreement by the Representatives.

3. Restriction on Use

- (a) The VDR Service Provider shall maintain and shall ensure that its Representatives and Recipients maintain the Confidential Information received from HLL in confidence, and shall not
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The VDR Service Provider shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of HLL. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by HLL to the VDR Service Provider under this Agreement.
- (d) The VDR Service Provider shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of HLL.

4. Protection of Confidential Information

- (a) The VDR Service Provider represents and warrants that it shall protect the Confidential Information received with such degree of care expected to use to protect such Information and which shall not be less than the degree of care used to protect its own confidential information from unauthorized use or disclosure.
- (b) All Confidential Information shall be promptly returned to HLL after the VDR Service Provider's need for it has expired, or upon request of HLL, and in any event, upon completion or termination of this Agreement. However, the VDR Service Provider may retain 1 (one) copy of the Confidential Information in its legal files solely for the purpose of verifying compliance with this Agreement.
- (c) Either party may use the name or reproduce the logo of other party in any form or medium only with prior written consent of the latter.

5. No Further Business Arrangement

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

6. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of One (1) year. However, the obligation of the Parties to protect and restrict the use of Confidential Information under this Agreement shall continue even after the termination of this Agreement between the Parties hereto in writing.

7. No Further Warranties

The Confidential Information shall be disclosed on an "as is" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

8. Injunctive remedy

The VDR Service Provider agrees that any breach of the terms of this Agreement by the VDR Service Provider may cause irreparable loss to HLL and the said loss cannot be compensated by monetary compensation and HLL will have the right to seek and obtain

appropriate injunctive relief from the court of competent jurisdiction. This is in addition to all other remedies available at law or equity to HLL.

9. Survival

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained thereunder shall not terminate upon termination of the Parties' relationship with one another.

10. Governing Law

This Agreement shall be governed by the laws of India.

11. Dispute redressal

Notwithstanding anything contained herein, the Courts at Thiruvananthapuram district, Kerala only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract.

12. Entire Agreement, Modification and Waiver

- (a) This Agreement represents the final and entire agreement between the Parties relating to the protection of Confidential Information and supercedes any other agreement or understanding (whether written or oral) between the Parties in relation to the same.
- (b) This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.
- (c) Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.
- (d) If any provision of this Agreement is held to be illegal, invalid, unenforceable by the court or other tribunal of the competent jurisdiction, such provisions shall be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid provision within the limits of applicable or applicable court decisions.

(e) This Agreement and the obligations of the Parties in this Agreement may not be assigned to any third party.

12. Notices

All notices documents consents approvals or other communications (a `Notice') to be given hereunder shall be in writing and shall be transmitted by mail to the person at the address specified herein below, or by telex, facsimile or other electronic means, provided the same be in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to –

The VDR Service Provider, then to,

.....

Designation:

Phone :

Fax :

E-mail :

HLL, then to,

Designation: _

Phone :

Fax:

E-mail :

13. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

In Witness Whereof of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

For XXXXXXXX	For HLL
Signature: Name: Designation: Date:	Seal & Signature: Authorised Signatory Designation: Date:
Witness: Signature: Name: Designation: Date:	Witness: Signature: Name: Designation: Date:

(Self-Declaration on Bidder's Letter Head as per below Performa)

DECLARATION

To,

HLL Lifecare Limited.
Thiruvananthapuram – 695012

Subject: Tender Notice No. HLL/CHO/IT/CS/2019 dated 01.08.2019

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution and we have gone through the terms and conditions given in your tender form, is accepted and agreed by us.

Signature

Name:

Designation:

Seal of the Bidder.

FORM FOR PRICE BID

SL. No.	Description	Total lump sum price for the period of Three(03) months In INR.
A	VIRTUAL DATA ROOM SERVICES*	
1	Virtual Data Room Services (10 GB Data for 03 months) for 50 Users	
2	TAXES & DUTIES	
2.1	GST @.....%	
2.1	Any other taxes: If applicable, please specify and indicate rate @.....%	
Total		
In words		

Optional item if required

SL. No.	Description	
B	Incremental Virtual Data Room Services for 50 users	
1	Additional One (01) month extension fee for existing 10 GB Data	
2	Additional storage (Data of 10 MB Block) for 01 month	
3	Additional users 10 nos	

Note:

1. Bidder shall quote in INR in the above format strictly, failing which the offer shall be rejected.
2. The Contractor has to submit / furnish all necessary documents / information(HSN/SAC) to enable HLL claim credit in respect of GST or any other tax, duties, if any.
3. Contract shall be awarded on the basis of lowest(L-1) quoted Total lump sum price.

Bidder's Signature:

Name :

Designation:

Seal:

Date: