

**HINDUSTAN FLUOROCARBONS LIMITED**

HF/PUR/TENDER/EDP/VDR/033  
DUE ON: 06.07.2017 BY 14.00 Hrs.

Date: 15.06.2017

**TENDER NOTICE**

ENGAGEMENT OF VIRTUAL DATA ROOM (VDR) SERVICE PROVIDER FOR SECURELY HOSTING THE DOCUMENTS FOR DUE DILIGENCE IN RELATION TO THE STRATEGIC DISINVESTMENT OF HINDUSTAN FLUOROCARBONS LIMITED.

VENDORS SHOULD SUBMIT TECHNICAL AND FINANCIAL BIDS WITH TWO SEPARATE SEALED COVERS AND SEND TO THE FOLLOWING ADDRESS ON OR BEFORE 06.07.2017 BY 14.00 Hrs.

TO

THE MANAGER – MATERIALS  
HINDUSTAN FLUOROCARBONS LIMITED  
303 BABUKHAN ESTATE  
BASHIRBAGH,  
HYDERABAD-500 001

IF ANY FURTHER CLARIFICATIONS REQUIRED, PLEASE CONTACT THE FOLLOWING REPRESENTATIVES:-

1. Mr. DNV Srinivasa Raju, Chief Financial Officer, Mobile No.+91 9177401557
2. Mr. Zilani Shaik, Engineer (EDP), Mobile No.+91 8790294290
3. Mr. D Nagesh, Chief Manager (Materials), Mobile No.+91 9849486518

## **SUBJECT:**

# **ENGAGEMENT OF VIRTUAL DATA ROOM (VDR) SERVICE PROVIDER FOR SECURELY HOSTING THE DOCUMENTS FOR DUE DILIGENCE IN RELATION TO THE STRATEGIC DISINVESTMENT OF HINDUSTAN FLUOROCARBONS LIMITED.**

## **1. Background**

- 1.1. Hindustan Fluorocarbons Limited, hereinafter referred to as the '**Company**' or '**HFL**', was incorporated on 14th July, 1983 as a subsidiary company of Hindustan Organic Chemicals Limited ("**HOCL**"), a central public sector enterprise under the administrative control of the Department of Chemicals and Petrochemicals. The manufacturing unit of the Company is located at Rudraram, District Sanghareddy, in Telangana and the corporate office of the Company is situated at 303 Babukhan Estate, Basheerbagh, Hyderabad - 500001.
- 1.2. The Company started commercial production in the year 1987 and is engaged in the manufacture of Poly Tetra Fluoro Ethylene ("**PTFE**") and Chloro Di Fluoro Methane ("**CFM-22**"). PTFE is extensively used in chemical, mechanical, electrical and electronic industries and has strategic applications in defence and aerospace sectors. CFM-22 is used as pure or in mixture for refrigeration. The raw materials used by HFL are Chloroform and Anhydrous Hydrofluoric Acid ("**AHF**") which are sourced from public / private firms in the country.
- 1.3. HFL is listed on the BSE Limited.
- 1.4. The Government of India (GOI) has 'in-principle' decided that HOCL should disinvest its entire shareholding in HFL through strategic sale ("**Transaction**"). Accordingly for the purposes of carrying out due diligence in relation to the Transaction, HFL 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 .

## **2. SCOPE OF WORK**

- 2.1. Providing secure virtual data room ("**VDR**") services for the purposes of hosting the documents in relation to the Transaction for a period not exceeding one year from the date of initiating hosting services. The VDR services shall conform to the following:
  - 2.1.1. VDR shall be a web-based interface 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.
  - 2.1.2. 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.
  - 2.1.3. 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.

- 2.1.4. 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.
- 2.1.5. Documents storage space approximately 20,000 pages, over and above 20,000 pages party should quote unit rate per each page for duration of six months.
- 2.1.6. Flexible scalability option for a period of one year and extendable on mutual agreement.
- 2.1.7. Five hundred 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.
- 2.1.8. There shall be no restrictions on the number of documents which may be uploaded or downloaded/viewed.
- 2.1.9. The user interface shall be customizable which shall include a user-friendly document folder view that supports grouping, arranging, sorting, listing, arranging etc. with time-stamps.
- 2.1.10. VDR shall support smart filters, indexing, keyword search and bulk print/download/upload operations each subject to the respective file permissions.
- 2.1.11. The Bidder's data centres where the data is finally stored should be ISO 27001 certified with necessary safe data back-up facilities.
- 2.1.12. Security features including :-
  - 2.1.12.1. Minimum 256 bit encryption,
  - 2.1.12.2. two factor authentication,
  - 2.1.12.3. permission based users roles,
  - 2.1.12.4. permission based user access to specific files and folders,
  - 2.1.12.5. copy, view, download, print enable/disable,
  - 2.1.12.6. automatic session timeout/expiration,
  - 2.1.12.7. watermarking,
  - 2.1.12.8. logging of each access and time-stamping,
  - 2.1.12.9. easy and quick hiding of documents/portions, etc should be supported for securing the data uploaded.
- 2.1.13. The provider shall ensure 99.5% uptime for the service once deployed.
- 2.1.14. Facility for role based user management (creation, deletion, modification, privilege assignment, access restrictions) shall be provided.
- 2.1.15. User access shall be restricted by valid credentials.
- 2.1.16. Activity tracking of each individual users should be possible with reports on downloads, etc. to be provided on request to HFL.
- 2.1.17. Audit trail of transactions related to data management shall be supported and provided to HFL.

- 2.1.18. The provider shall commit that the data uploaded by HFL / 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 HFL's data and any other data in the VDR.
- 2.1.19. 24x7 customer support over phone and email shall be available for all the technical and functional queries by the end users and/or HFL and/or representatives of HFL.
- 2.1.20. Alerts intimating the critical events, maintenance, etc. shall be given via email and sms in advance.
- 2.1.21. The Bidder shall provide a written confirmation that post the assignment or upon the request of HFL, any and all data uploaded during the assignment have been returned to HFL 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.
- 2.1.22. The Bidder shall provide on-site scanning services including for colour documents and all sizes of paper.
- 2.1.23. The Virtual Data Room Services (VDR) to be started within 48 hours of intimation to service provider for the start of services.

### **3. SUBMISSION OF BIDS**

#### **A. Eligibility Criteria**

- Vendor to carryout similar assignments and possess experience of 2 years
- Vendor ISO 27001 certified
- **Folder 1 containing Enclosure of Technical Bid Folder**
- Confidentiality Undertaking in the format at Annexure 1.

#### **3.1.1. Folder 2 containing Enclosure of Financial Bid:**

3.1.1.1. The Financial Bid in the format as per Annexure 2.

### **4. Bid Due Date**

- 4.1. Bids should be submitted on or before 1400 hours IST on 06.07.2017 at the address provided.
- 4.2. The Company may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

### **5. Procedure for selection:**

- The Company will evaluate the applicants on the criteria mentioned and based on their Proposal short-list them for considering their financial bids.
- The Company will open the Financial Bids only of the Short listed applicants.
- The lowest bidder will be awarded the assignment.

- 5.1. In case of a tie in the financial bid, the bidder who has a higher technical score will be selected.
- 5.2. The Lowest Bidder shall be the Selected Bidder who shall then be issued the Letter of Award (“LOA”) in the format as specified in Annexure 3.

**6. Terms of Payment:**

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

50% upfront payment shall be released within 10 days of start of services against BG and balance sum of 40% will be released after 1 month of setting up of VDR and left over 10% will be paid after 6 months or will be paid against equivalent amount of BG along with 2<sup>nd</sup> payout.

**7. Miscellaneous**

- 7.1. The bidding process shall be governed by, and construed in accordance with, the laws of India.
- 7.2. The Company in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 7.3. suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 7.4. consult with any Bidder in order to receive clarification or further information;
- 7.5. retain any information and / or evidence submitted to the Company by, on behalf of, and / or in relation to any Bidder; and / or
- 7.6. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.7. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Company, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **ANNEXURE 1**

### **Confidentiality Undertaking**

It is certified that the documents/ data/ information pertaining to Hindustan Fluorocarbons Limited, which will be provided to [*Name of the bidder*] for the purpose of hosting on the virtual data room shall be treated as strictly confidential and will not be disclosed or handed over by [*Name of the bidder*] to any outside agency/ person without prior written permission.

It is further certified that the relevant documents, which are to be submitted by [Name of the bidder] to the Company will not be disclosed to any other agency/ person without prior permission of the Company and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder

**ANNEXURE 2**

**FORMAT OF FINANCIAL BID**

<b>PARTICULARS</b>	<b>To be quoted in INR</b>
Lump sum charges for providing virtual data room service provider for securely hosting the documents for due diligence in relation to the strategic disinvestment of Hindustan Fluorocarbons Limited after considering scope mentioned in Clause 2.	

**ANNEXURE 3**

**Format of Letter of Award**

[On the letterhead of HFL]

To,

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Date: [●]

Kind Attention: -----

Subject: Letter of Award for engagement of virtual data room service provider for the strategic disinvestment of Hindustan Fluorocarbons Limited (“**Company**”)

Dear Sir,

This is to notify you, [*Name of Successful Bidder*] that your bid dated [*insert date*] submitted pursuant to Request for Proposal for selection of a virtual data room service provider in relation to the Project dated [●] [*Insert date on which the document is issued*], the following financial bid along with the Total Charges offered in your Bid from amongst the bids submitted, is hereby accepted by the Company.

[*Insert details of the financial bid*]

Pursuant to the required procedure, you are hereby required to undertake the following:

1. Countersign this Letter of Award at the place indicated below to indicate your acknowledgement of the award of the Project by the Company to you and return it to the registered office of the Company at Hindustan Fluorocarbons Limited, 303 Babukhan Estate, Basheerbagh, Hyderabad 500001 within a period of [●] [*Please insert number of days*] days from the date of this letter;
2. Submit a bank guarantee in favour of “ [●]” for an amount of Rs. [●] (Rupees -----) [*Please insert amount*], at the time of execution of this letter;
3. You are required to send your duly authorized representative to execute the Agreement (which shall be executed without any deviation from the Agreement at [●] am/pm [*Insert time*] on [●] [*Insert date*] at the registered office of the Company.

The Company looks forward to working with you on this Project.

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(Authorized Signatory)

(Hindustan Fluorocarbons Limited)



Acknowledged and Accepted by [●] [*Insert name of the Successful Bidder*]

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Name of the Authorised Person (person authorized under the Bid process and who has a Power of Attorney as required under the RFP)

Designation of the Authorised Person

Seal of the Company

Date: