

Tender

for

**VIRTUAL DATA ROOM (VDR) SERVICE PROVIDER FOR
SECURELY HOSTING THE DOCUMENTS FOR DUE
DILIGENCE IN RELATION TO THE STRATEGIC
DISINVESTMENT OF SUBSIDIARIES OF AI ASSETS
HOLDING LTD.**

REGISTERED OFFICE: AI ASSETS HOLDING LTD., AIRLINES
HOUSE, 113 - GURUDWARA RAKABGANJ ROAD NEW DELHI-
110001

DISCLAIMER

The information contained in this tender ("**Tender**") or subsequently provided to bidder(s) whether verbally or in documentary or any other form by or on behalf of AI Assets Holding Ltd. ("**AIAHL**"), is provided to the bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by AIAHL to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial proposals/ bid(s) ("**Bid(s)**") pursuant to this Tender.

While the document has been prepared in good faith, no representation, express or implied, is or will be made, and no responsibility or liability will be accepted by AIAHL or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof is expressly disclaimed. No contractual obligation on behalf of AIAHL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AIAHL and the bidder.

AIAHL makes no representation and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the bidding process.

AIAHL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant or bidder upon the statements contained in this Tender.

Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIAHL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AIAHL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the Bids.

The Tender does not imply that AIAHL is bound to select a bidder or to appoint the successful bidder, as the case may be, and AIAHL reserves the right to reject all or any of the proposals without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIAHL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and AIAHL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid selection process as contained herein.

Important Information

Tender Ref. No	AIAHL/2022-23/Tender/DC/01 dated 28.09.2022
Last date for mailing the clarifications / amendments, If any by AIAHL	10.10.2022
Last date and time for submission of Tender Proposal	19.10.2022
Place of submission of Bid	Consultant – Disinvestment AI Assets Holding Limited (AIAHL) 2 nd floor, Air India Reservations Building, Safdarjung Airport, New Delhi – 110003
Due Date and Time of Opening Technical Bid Proposal	19.10.2022
Place of opening Tender Proposal	Consultant – Disinvestment AI Assets Holding Limited (AIAHL) 2 nd floor, Air India Reservations Building, Safdarjung Airport, New Delhi – 110003
Validity of Proposal	120 (One hundred twenty) days from the Last Date of submission of proposal.
Earnest Money Deposit (EMD)	Bidder may submit the amount through Wire Transfer / RTGS / NEFT / ECS or Demand Draft in favour of AI Assets Holding Limited. EMD deposit is a must for submission of the Bid otherwise Bid will not be considered for Technical Bid evaluation.
Address of Communication	Consultant – Disinvestment AI Assets Holding Limited (AIAHL) 2 nd floor, Air India Reservations Building, Safdarjung Airport, New Delhi – 110003 Mobile : 9841290652

Note

- a. Any downloading from the website is at the sole risk and responsibility of the user. AIAHL will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.
- b. Corrigendum/addendum to this tender if any, will be uploaded in website 7 days prior to the opening of the technical bid due date. This may kindly be noted by the bidders/prospective bidders.
- c. The Technical Bid proposal will be opened in presence of Bidders. The Bidder's representative must carry a letter of authority on the Bidder's letter-head from the authorized signatory of the Bidder, failing which they will not be permitted to participate in the Tender opening process.

Consultant - Disinvestment

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1. BACKGROUND INFORMATION

- a) AI Assets Holding Limited (formerly Air India Assets Holding Limited), incorporated under the Companies Act, 2013 and having its Headquarters and registered office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi 110 001("AIAHL") is a Special Purpose Vehicle owned & controlled by the GOI, incorporated with the objective of inter alia acquiring certain identified immovable & movable properties of Air India and equity shares of AI Airport Services Ltd.(AIASL), AI Engineering Services Ltd. (AIESL), Hotel Corporation of India (HCI) & Alliance Air(AAAL). Government of India is desirous of disinvesting its 100% stake in AIASL, AIESL and AAAL.

2. PURPOSE / OBJECTIVE

- a) AIAHL invites offers from eligible Bidders for Virtual Data Room Services for Due Diligence, as per the work scope, Mandatory technical and commercial requirement.

3. WORK - SCOPE

- 3.1 Providing secure virtual data room ("VDR") services for the purposes of hosting the documents in relation to the strategic disinvestment for a period not exceeding 12 months from the date of initiating hosting services and may be extended to further periods as and when required as per details given below:
- a. Storage : 30 GB
 - b. Users : 150
 - c. Period : 6 months
 - d. Options
 - (i) Month to Month extension: Amount per month
 - (ii) Additional storage: Amount per 1 GB
 - (iii) Additional users: 10 users
 - (iv) Creation of additional work space.
 - (v) Provision of Compliance Disc and Data Disc on closure Of Workspace.

The VDR services shall conform to the following mandatorily technical requirement and non-compliance to any of these in Tender Bid response will lead to Technical Bid disqualification:

- 3.2 The VDR should be a web based, simple to use and operate application.
- 3.3 The VDR should have a plug-in free web platform to upload and download data.
- 3.4 VDR should provide users 24x7 access to business information in a secure online location that can be accessed from anywhere.
- 3.5 The VDR should operate seamless on all major web browsers like Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Safari, Mozilla Firefox etc., on major operating systems like Windows and Mac and on all devices like Desktops, Laptops, Tablets & Smart phones.

- 3.6 The VDR should support in browser viewing of all major business file formats like PDF, MS Office (Word, Excel and Power-point), Common image file format like JPEG, PNG, Media file format like MP4 with access protection.
- 3.7 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.
- 3.8 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).
- 3.9 The VDR should have a minimum of 256 Bit Data encryption.
- 3.10 The VDR should have friendly looking auto document indexing with the capability to auto re-indexing.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 VDR should have the capability to effectively manage Q&A during the transaction.
- 3.15 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.
- 3.16 Bulk data upload and download features should be present in VDR.
- 3.17 Ability to view/protect documents in their native formats, disable copying text and screen capture features should be present in VDR.
- 3.18 Sensitive information held on data storage media (including magnetic tapes, disks, printed results, and stationery) should be protected against corruption, loss or disclosure.

- 3.19 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 private environment.
- 3.20 Secondary layer of real time server replication is required which may be activated in case of a disaster event (Failover).
- 3.21 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 both at rest and in transit via SSL/TLS-encrypted end points using the most up to date TLS v1.2 cipher suites.
- 3.22 The VDR provider should provide a minimum of 99.5% services uptime guarantee
- 3.23 The VDR provider should provide an option to the users to enable two-factor authentication using SMS for additional security.
- 3.24 Data Centre should have provision of Firewall and IPS (Intrusion prevention system) that should actively monitor user behavior and restrict to ensure it is within acceptable parameters of application use.
- 3.25 IP restriction for login to particular IP address
- 3.26 The VDR provider should agree to permanently delete the entire dataset within 15 Days from the service deactivation or deletion request.
- 3.27 **Other Conditions**
- a. 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 a local (India based) support and project management team with the capacity to interact in English as well as in the national language – Hindi.
 - b. The VDR provider should be able to bill to the Company in Indian Rupees and the Company should be able to pay to the VDR provider via local bank transfer, Bank Check or a Demand Draft. The Company should not have to arrange for foreign remittance and incur additional associated charges.
 - c. Zero Date for creation or initiation of VDR will be intimated later to successful bidder after issue of LOI/PO. Six months duration of VDR will be started from this Zero Date.
 - d. Bidder has to give technical Demo/presentation of all the required features of the VDR to the satisfaction of tender evaluation committee.

4. MANDATORY COMMERCIAL REQUIREMENTS :

Following are the Mandatory Commercial requirements of the tender and non-compliance to any of these in Tender Bid response will lead to Technical Bid disqualification:- (Vendor to submit the documentary proof against each of the requirements given below):

- 4.1 The Bidder's data centre where the data is finally stored should be in India and ISO 27001 certified with necessary safe data back-up facilities to ensure security, availability and privacy. (Attach copy of the ISO 27001 certificate and details of data centre).
- 4.2 The Bidder must have experience in providing Virtual data room services with atleast 2 Indian companies in the last 5 years from the date of issue of the subject tender. (Attach copy of the purchase order and work experience certificate issued by above organizations).
- 4.3 Work experience from at least one Indian Company should be from Public sector Unit for engagement of VDR services should be attached.

5. BIDDING PROCESS (TWO STAGES)

The Bidders need to submit Technical and Financial Bids along with supporting documents in physical form. A two-stage bidding process will be followed. The Bidders are required to submit their proposal in response to the Tender in two parts: Technical Bid (Part-I) and Financial Bid (Part-II)

6. SUBMISSION OF THE DOCUMENT

Technical and Financial Bids in separate sealed envelopes are to be submitted as follows:

6.1 TECHNICAL BID

Bidder is requested to submit Technical Bid in the format as given in **Annexure - 2** and **Annexure - 3** in one separate sealed envelope super scribed with "Tender No. **AIAHL/2022-23/Tender/DC/01** dated 28.09.2022 (Technical Bid)" for Virtual Data Room. It must conform to the following:

- (i) In the first stage, only Technical Bid will be opened and evaluated. The Technical Bid submitted shall be evaluated in respect of products and services which have been sought under this Tender.
- (ii) Only those Bids qualifying technical requirements and General terms and conditions of this document shall be evaluated for next stage.
- (iii) The Technical Bid should consist of the following:
 - a. Earnest Money Deposit as specified in this document
 - b. Letter of Technical Proposal as per **Annexure - 2**
 - c. Document on Technical and Commercial Mandatory Requirements as per **Annexure - 3**
 - d. Bidders Profiles, Undertaking and Compliance Certificate as per **Annexure - 4**
 - e. Supporting documents on Reference Details as per **Annexure - 5**
 - f. Non-Disclosure Agreement as per **Annexure - 6**
 - g. Check List of documents as per **Annexure - 9**

6.2 **Financial Bid**

Bidder is required to submit Financial Bid in the format as given in **Annexure - 7 & Annexure - 8** in a separate envelope super scribed with "Tender No. **AIAHL/2022-23/Tender/DC/01** dated 28.09.2022 (Financial Bid)" for supply of Virtual Data Room services.

- i. All prices to be quoted individually against each item in the Bid format.
- ii. Rates/charges to be quoted as per **Annexure - 8** in the given Financial Bid format only. **No alternate format to be used by Bidder, as the Bid could be rejected on such a ground.**
- iii. Unconditional discount, if any, should be clearly indicated in the financial bid format and applied/deducted from the quoted price during evaluation.
- iv. Conditional discount, if offered, will not be considered for the evaluation.

Both the sealed envelopes (one for Technical Bid and another for Financial Bid) should be submitted in another master envelope in sealed condition super scribed "**AIAHL/2022-23/Tender/DC/01** dated 28.09.2022" for Virtual Data Room services. The sealed master envelope should be submitted strictly on or before 19.10.2022 by 1500 hrs. (IST), at the following address by either courier or hand delivery.

Consultant – Disinvestment
AI Assets Holding Limited (AIAHL)
2nd floor, Air India Reservations Building,
Safdarjung Airport,
New Delhi – 110003

Tenders reaching after above mentioned time and date will not be entertained / processed for evaluation and shall be summarily rejected. In case it is sent by post of courier, bids received after above mentioned date and time will not be accepted.

7. EVALUATION PROCESS AND SELECTION

7.1 **CRITERIA I. Technical Bids Evaluatio_:**

The Technical Bids will be evaluated for their Technical and Commercial requirements of the Tender (**Annexure 3**). AIAHL reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder, as it may consider necessary for the purpose of evaluation of the Technical Bid. Bidders should respond to such requests within the time frame indicated in the Letter / e-mail seeking explanation.

All the requirements and specifications mentioned in the Annexure 3, are mandatory and Bidders not meeting any one of these requirements would be rejected

7.2 Financial Bid Evaluation

- a) The Financial Bid of only those Bidders who qualify and shortlisted after complete technical evaluation of their Technical Bids, would be opened. The date and time of opening of the Financial Bid would be intimated in advance by email to the Bidders who have qualified, and their authorized representatives only would be permitted to participate in the opening of the Financial Bids.
- b) Bidders are required to provide their Financial Bids response specifically in the sealed Financial Bid only and nowhere else.
- c) **Advance payments are not permissible nor any minimum guaranteed amount allowed.**
- d) The Bid with the lowest financial evaluated costs to AIAHL shall be evaluated for awarding of the contract.

8. PAYMENT TERMS

The service Provider must submit an invoice for the services rendered under the terms of this contract.

The payment of the Invoice after verification will be released by AIAHL with in a credit period of maximum 60 days.

Payment terms proposed by Service provider other than this will have a loading @18% per annum on the basic bid price calculated on the prorated basis for the purpose of arriving at L1.

9. REPRESENTATIONS AND WARRANTIES TO BE GIVEN BY THE BIDDERS

By submitting its Bid/proposal against this Tender, the Bidders confirm to the following representations and warranties, which shall remain true and valid throughout the term of the contract to be entered into between AI Assets Holding Ltd. and the selected Bidder:

1. It is duly incorporated and validly existing under the laws of its incorporation.
2. It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver under this Tender and the contract and the performance of the obligations thereunder.
3. The contract shall constitute a legal valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.
4. The execution, delivery and performance of the Bidder under this Tender and the contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.

5. Upon award of the contract, it shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the successful Bidder. It is hereby clarified that; the personnel of the successful Bidder shall not be deemed to be employees of AIAHL.
6. It shall compensate AIAHL for any damage or loss or caused to the premises/equipment/property of AIAHL or any third party on account of negligent act/ performance on the part of its personnel.
7. It shall perform all its obligations under the contract with due care and diligence and in a skillful and business-like manner.
8. It shall comply with all such directions issued by AIAHL from time to time.
9. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under this Tender and the contract.
10. It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under this Tender and the contract.
11. There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations hereunder and under the contract.
12. It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
13. It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
14. All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Bidder.

15. It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the Services rendered under the contract.
16. It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIAHL against all losses, costs, or damages that may be suffered by AIAHL as a result of such omission or failure.

GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS :**a. AIAHL's Right to Accept or Reject Any or All Bids**

AIAHL reserves the right to accept or reject any Bid and annul the bidding process or even reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the ground for the AIAHL's action. AIAHL reserves the right to accept or reject any technical proposal by the Bidder.

b. Liabilities of AIAHL

This Tender is not an offer by AIAHL, but an invitation for Bids. No contractual obligation on behalf of AI Assets Holding Ltd, whatsoever, shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized officers of AIAHL and the Bidder. However, until a formal contract is prepared and executed, this offer together with AIAHL's written acceptance and notification of award shall constitute a binding contract with the Bidder.

c. Amendment of Bidding Document

At any time prior to one week of the closing date for receipt of the Bid, AIAHL may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective Bidder, modify the Tender document by an amendment.

The amendment will be notified in the website of AIAHL. In order to afford prospective Bidders reasonable time to take the amendments into account in preparing their Bids, AIAHL may, at its discretion, extend the target date for the submission of the Bid and the same will be notified on the website of AIAHL.

d. Contents of Bidding Document

The Bidder is expected to go through all the instructions, terms, forms and specifications of the Tender document. Failure to furnish all information required by the Tender document or submission of Bid not substantially responsive to the Tender document in every respect will be at Bidder's risk and may result in the rejection of the Bid.

e. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and AIAHL, must be written in English.

f. Validity of Bids

Bids shall remain valid for 120 (one hundred twenty) days from date of submission mentioned in this document. A Bid valid for shorter period will be rejected by AIAHL.

g. Last date of receipt of Bids

Bids must be received by AIAHL at the address specified not later than the time and date specified therein. AIAHL may at its discretion extend the Bid submission date. The extended date & time will be notified on the website of AIAHL.

h. Late Submission of Bids

Any Bid received by AIAHL after the notified closing date and time will be rejected and / or returned unopened to the Bidder.

i. Modification and Withdrawal

The Bid shall contain no alterations or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the Bid, failing which the Tender is liable to be rejected. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No Bidder shall be allowed to withdraw the Bid after opening of the Technical Bid. In case of the successful Bidder, he will not be allowed to withdraw/back out from the Bid commitments. The Bid earnest money in such eventuality shall be forfeited and all interests/claims of such Bidder shall be deemed as foreclosed.

j. Bid Currency

Prices shall be expressed in Indian National Rupees (INR) only.

k. Preliminary Examination

The Bids will be examined by AIAHL to determine whether they are complete and in order. A Bid determined as not substantially responsive will be rejected without informing the bidder.

l. Contacting AIAHL, lobbying or putting outside influence

Any effort on the part of the Bidder to influence Bid evaluation process or award of contract decision may result in the rejection of the Bid. No broker or agent would be allowed in the transaction.

m. Cost of Bid

The Bidder will bear all cost(s) but not limited to preparation and submission of Bid, attendance at meeting including cost of presentation(s) etc. AIAHL will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

n. Clarifications by AIAHL

If deemed necessary, AIAHL may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid already submitted or the price quoted. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid. All expenses for this purpose, as also for the preparation of the documents and other meetings/presentations, will be borne by the Bidders.

o. Other Terms

- i. The Bids should be neatly presented.
- ii. It shall be deemed that by submitting the Bid, the Bidder agrees and releases AIAHL, its employees, 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 and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- iii. AIAHL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender or the bidding process, including any error or mistake therein or in any information or data given by AIAHL.
- iv. Any information contained in the Bid submitted by the Bidders shall not in any way be construed as binding on AIAHL, its agents, successors or assigns, but shall be binding against the Bidder(s) if any project is subsequently awarded to it under the bidding process on the basis of such information.
- v. AIAHL reserves the right not to proceed with the Tender process at any time without notice or liability and to reject any or all Tender without assigning any reasons whatsoever.
- vi. All documents and other information submitted by any Bidder to AIAHL shall remain or become the property of AIAHL. However, unopened Financial Bid(s) may be returned to unsuccessful Bidder(s) during technical evaluation within a month of opening of Financial Bid.
- vii. AIAHL shall not entertain any correspondence with any Bidder in Relation to the acceptance or rejection of any Tender.

2. EARNEST MONEY DEPOSIT (EMD)

- a) The Bidders are required to submit an earnest money deposit (EMD) or INR 20,000 /- (Twenty thousand only) by way of RTGS / NEFT / ECS / Demand Draft / Bankers Cheque in favor of AI Assets Holding Limited along with the Technical Bid, before last date and time of Bid submission.

Earnest Money Deposit (EMD) may be remitted as per the details mentioned below:

NAME OF BENEFICIARY	:	AI ASSETS HOLDING LIMITED
PAN NO.	:	AAQCA4703M
NAME OF BANK	:	STATE BANK OF INDIA
ADDRESS OF BANK	:	NEW DELHI MAIN BRANCH PARLIAMENT STREET NEW DELHI - 110001
ACCOUNT NUMBAER	:	37610730327
MICR CODE	:	110002087
IFSC CODE	:	SBIN0000691

The details of EMD amount (Draft / Banker's Cheque / ECS / RTGS / NEFT) should be kept in the envelope containing Technical Bid. Any Bid not accompanied with requisite EMD will be rejected.

EMD shall be forfeited as pre-estimated damages without prejudice to any other right or remedy that may be available to AIAHL under the Tender or the Contract or otherwise, under any of the following circumstances:

- i. If any Bidder withdraws its Bid after opening of the Technical Bid but before the award of Contract;
- ii. In case the successful Bidder fails to sign the contract within the specified time limit;
- iii. In case the successful Bidder, having signed the contract and prior to depositing the Security Deposit/Performance Bank Guarantee, commits any breach thereof;
- iv. Fails to deposit the Security Deposit/Performance Bank Guarantee.

EMD in case of unsuccessful Bidder will be returned without any interest within 60 (sixty) days of the completion of Tender process i.e., after the award of Contract and its acceptance thereof by the successful Bidder. EMD refund shall be in the form of an account payee cheque/bank transfer in favor of the unsuccessful Bidders. The Bidder may by specific instructions in writing to AIAHL give the name and address of the person in whose favor the said cheque /bank transfer shall be drawn by AIAHL for refund, failing which it shall be drawn in the name of the unsuccessful Bidder and shall be mailed to the address given in the Technical Bid.

The EMD, in case of successful Bidder, will be returned without any interest within 60 (sixty) days upon commencement of awarded assignment subsequent to the contract signing and upon submission of the Security Deposit/Performance Bank Guarantee.

- b) In addition to above mode of payments, MSME vendors registered with the following agencies are exempted from paying EMD as above.

District Industries Centers (DIC)
Khadi and Village Industries Commission (KVIC)
Khadi and Village Industries Board
Coir Board
National Small Industries Corporation (NSIC)
Directorate of Handicraft and Handloom
Any other body specified by Ministry of MSME

- c) MSMEs participating in the tender must submit the certificate of registration with anyone of the above agencies indicating the details of the tendered item along with their bid, for exemption to EMD.
- d) The Micro and Small Enterprises not registered for the particular trade / item for which tender is relevant, would not be eligible for exemption / preference.
- e) The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

- f) The MSMEs, who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

3. DISCUSSION WITH LOWEST BID (L1) BEFORE RELEASE OF CONTRACT:

The Bidders are advised to submit their best quotes in response to this Tender. The lowest evaluated financial Bidder may be called, if required, for discussions on the proposed methodology for carrying out the assignment as per the scope of work, etc. The award of the work will be at the sole discretion of AIAHL.

4. DOCUMENTATION:

All relevant documents (whether required under the Tender or sought for by AIAHL at a later stage) will be submitted by the Bidders at their own cost. AIAHL reserves the right to verify all statements, information and documents submitted by the Bidders in response to the Tender and the applicant shall, when so required by AIAHL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by AIAHL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AIAHL hereunder.

5. REJECTION OF BIDS (TECHNICAL BID & FINANCIAL BID):

The response to the Technical Bid & Financial Bid will be rejected forthwith without evaluation of the Tender response on the following grounds:

- a. If the Technical Bid or the Financial Bid has been received after due date and time of closing of the Tender.
- b. If only the Technical Bid has been received and Financial Bid has not been received, and vice versa. If the Technical Bid or the Financial Bid has been received by fax or email.
- c. If the Technical Bid has been received without relevant data.
- d. If the Technical Bid or the Financial Bid has been received unsigned.
- e. If the Financial Bid has been received in an open condition in the master envelope containing the Technical Bid or if both the Technical Bid & Financial Bid are received in the same envelope and/or in an open condition.
- f. If the Technical Bid has been received without EMD, or the EMD has been submitted in a mode other than specified in the Tender, or a valid proof of exemption from submission of EMD has not been provided.
- g. The validity of Bids is lesser than 120 (one hundred twenty) days.
- h. Such other grounds noted at the discretion of AIAHL not meeting Tender requirements.

6. INVOICING AND PAYMENT CLAUSE:

- a. The payment as fixed will be made as per the Service Level Agreement (SLA)
- b. No advance payment shall be paid to the selected Bidder under any circumstances.**
- c. The invoices and the supporting documents submitted by the selected Bidder will have to be certified by AIAHL designated official along with required documents including proof of completion.

- d. Except as otherwise provided, all payments under the contract would be made subject to applicable Liquidated Damages, Penalties as per SLAs defined by AIAHL within 60 (sixty) days from the date of receipt of the certified invoices.
- e. It is clarified that whenever under the contract any sum of money is recoverable from the selected Bidder, AIAHL shall recover/deduct such sum from the payments due to the selected Bidder and/or Security Deposit/Performance Bank Guarantee held by AIAHL.
- f. In the event of the said Security Deposit/Performance Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the selected Bidder under the Contract. Should this amount be insufficient to cover the said full amount recoverable, the selected Bidder shall pay to AIAHL on demand the balance amount, if any, within 14 (fourteen) days of the demand along with the interest @ 1.5% (one point five percent) p.m. from the due date specified in the demand notice. If any amount due to AIAHL is so set off against the Security Deposit/Performance Bank Guarantee, the selected Bidder shall be obligated to ensure that the Security Deposit / Performance Bank Guarantee is restored to its original value within seven (7) working days from such set off. Non restoration of Security Deposit/Performance Bank Guarantee will be treated as event of default, leading to right of AIAHL to take appropriate remedial action against the selected Bidder, including termination of the contract.

7. LIQUIDATED DAMAGES FOR DELAY / NON-PERFORMANCE OF CONTRACT EXECUTION:

There would be damages applicable under the contract with the successful Bidder. These damages would be for delays attributable to delay/non performance in executing the contract and would attract liquidated damages @ 0.5% (zero-point five percent) per week or part thereof of the contract value subject to a maximum of 10% (ten percent) of the relevant deliverable value as per contract.

8. CONFIDENTIALITY / NON DISCLOSURE AGREEMENT (NDA)

The selected Bidder (and his employees) shall not, unless AIAHL gives permission in writing, disclose any part or whole of any document, of the proposal and/or contract, or any specification, sample or information furnished by the AIAHL, in connection therewith to any person other than a person employed by the Bidder in the performance of the proposal and/or contract. The employees or the parties engaged by the Bidder in performance of this contract will maintain strict confidentiality for all data/information which came into their possession during the course of such performance. In case of breach, AIAHL may take legal action as deemed fit.

9. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE

- a) The successful Bidder shall deposit with AIAHL a sum equal to 5 % (five percent) of order value based on the evaluated total value of contract as interest free refundable security deposit ("Security Deposit") or furnish to AIAHL an irrevocable and unconditional performance bank guarantee (in the manner and for acceptable to AIAHL) of an equivalent amount ("Performance Bank Guarantee").

- b) The successful Bidder shall submit the Security Deposit/Performance Bank Guarantee within 2 weeks of LOI / award of contract. Till the time that the Security Deposit/Performance Bank Guarantee is submitted, the EMD shall remain in force. The Security Deposit shall be deposited by way of a bank draft or banker's cheque in favor of AI Assets Holding Limited, payable at New Delhi. In case of submission of Performance Bank Guarantee, it may please be noted that the original bank guarantee to be confirmed by a Indian scheduled has to be forwarded by the Bank directly to AI ASSETS HOLDING LIMITED through registered AD as per the detailed procedure, which will be advised to the successful Bidder.
- c) The expenses incurred towards submission of Security Deposit / Performance Bank Guarantee will have to be solely borne by the Bidder. The Performance Bank guarantee will be valid for 6 (Six) months with a claim period of 3 (three) months from the date of contract and retained by AIAHL and may need to be extended by the successful Bidder for further period as required by AIAHL upon any renewal.
- d) The Security Deposit / Performance Bank guarantee shall be returned/discharged by AIAHL within 30 (thirty) days of expiry of the aforementioned period after adjusting for penalties, if any, arising out of performance under the contract.
- e) Notwithstanding anything mentioned to the contrary in this Tender or the contract, AIAHL will en-cash/ invoke the Security Deposit or the Performance Bank Guarantee, as the case may be, if the successful Bidder fails to comply with the SLA and/or other terms and conditions as specified in the Tender or the contract, as the case may be.
- f) In such an event, the successful Bidder shall be obligated to ensure that the Security Deposit / Performance Bank Guarantee is restored to its original value within seven (7) working days from such encashment / invocation failing which the same shall be deemed as event of default by the successful Bidder and entitle AIAHL to take appropriate remedial action against the selected Bidder, including termination of the contract.

10. CONTRACT / PURCHASE ORDER

- a) After completion of the Financial Bid Evaluation, AIAHL will enter into Contract / Purchase Order (PO) with the successful Bidder for the Virtual Data Room Services.
- b) Pending execution of detailed contract, AIAHL may issue letter of intent (LOI) to selected Bidder on terms and conditions as specified therein, in which case, such letter read with Tender terms and conditions and Bidder's response thereto will be the governing documents.
- c) AIAHL reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

11. SUBCONTRACTING OR ASSIGNMENT

No Sub-contracting or Assignment will be permitted. In the case of reconstitution of the firm, AIAHL, at its discretion may allow the changed entity to continue to perform on same terms and conditions. Otherwise, such change would be sufficient grounds for termination action under this TENDER for AIAHL.

12. INDEMNITY

The Bidder, in the event of being selected under this Tender, assumes responsibility for and shall indemnify and keep AIAHL harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Bidder's obligation under these general conditions or for which the Bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Bidder or Bidders in connection with the performance of any system covered by the contract. The Bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the contract and to protect AIAHL during the tenure.

In the event of any third-party raising claim or bringing action against AIAHL including but not limited to action for injunction in connection with any rights consequential to performance or non-performance of the assigned tasks by the selected Bidder or its employees, the Bidder agrees and undertakes to defend and / or to assist AIAHL in defending at the Bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against AIAHL.

13. RESPONSIBILITY FOR COMPLETENESS

Any services which might not have been specifically mentioned in this Tender but are necessary for the Virtual Data Room Services shall be provided / rendered by the selected Bidder free of cost as per the time schedule for efficient and smooth operation.

14. SERVICE LEVEL AGREEMENT (SLA)

AIAHL expects that the selected Bidder shall ensure an uptime of the VDR of more than 99.5%.

15. SERVICE LEVEL AGREEMENT (SLA) PENALTIES:

The availability levels will be calculated on monthly basis and the penalties applicable if any will be deducted from the monthly bills @ not more than 5% of the monthly invoice value or the actual financial loss suffered by AIAHL during that month whichever is less. Details of Penalty leviable is given below.

Uptime	Penalty
>99.5%	0%
99.0 -99.5	1%
98.5 -99.0	2%
98.0 -98.5	3%
97.5 -98.0	4%
<97	5%

16. EXIT / TERMINATION OF CONTRACT

- a. AIAHL shall have the right to terminate/cancel the contract with the selected Bidder at any time without assigning any reason whatsoever by giving prior written notice of 3 (three) month to the selected Bidder.
- b. Without prejudice to any other right or remedy that may be available to AIAHL in the TENDER, contract or under law, AI Assets Holding Limited may terminate the Contract within 30 (thirty) days under any of the following circumstances:
 1. Non submission of acceptance of order by the selected Bidder within 15 (fifteen) days of placing the order by AIAHL;
 2. Excessive delay by the selected Bidder in execution of order placed by AIAHL.
 3. Discrepancies / deviations by the selected Bidder in the agreed processes;
 4. Failure / unsatisfactory progress / frequent delays by the selected Bidder in completion / implementation of Virtual Data Room Services.
- c. If there is a material breach or material non observance by the vendor of any one or more of its obligations under the Contractual Documents, and such material breach or material non-observance continues for a period of more than 30 (thirty) days after receipt of written notice from AIAHL to remedy such material breach or material non observance, then AIAHL shall without prejudice to its other rights under any Contractual Document, have the right by written notice to the renderer to terminate the contract or any relevant part thereof.
- d. The right of AIAHL to terminate the contract is additional to the right to claim Liquidated Damages, invoke EMD, Security Deposit/Performance Guarantee, claim damages, etc.
- e. Selected Bidder has the right to terminate the contract without assigning any reason after giving a written notice of at least 90 (ninety) days.

17. FORCE MAJEURE

Any failure or delay by the Bidder or AIAHL in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or other natural calamities, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party ("Force Majeure), will not be considered as a default or a ground for termination of contract; provided that the affected Party has notified the other party within 15 (fifteen) days of the occurrence of a Force Majeure event.

18. GOVERNING LAWS AND DISPUTES

(This clause will be applicable in case of successful Bidder only)

- a. Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this TENDER and/or the contract or the validity or breach thereof, shall first be settled by mutual consultation.

- b. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to "SCOPE FORUM OF CONCILIATION AND ARBITRATION", Government of India and the award made in pursuance thereof shall be binding on the parties.
- c. Any dispute whatsoever shall be subject to the exclusive jurisdiction of Delhi (India) Courts.
- d. During the arbitration proceedings, the Bidder shall continue to work under the Contract unless otherwise directed in writing by AIAHL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. The venue of the arbitration shall be Delhi.

Letter of Technical Proposal
(On Bidder's Letter Head)

Ref. No.

Date:.....

To,
Consultant – Disinvestment
AI Assets Holding Limited (AIAHL)
2nd floor, Air India Reservations Building,
Safdarjung Airport,
New Delhi – 110003

Sub: Tender for Virtual Data Room Services

Dear Sir,

With reference to your “ ” we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal. We are submitting our Technical Proposal in the format prescribed in the Tender.

1. The Technical Proposal is unconditional and unqualified.
2. All information provided in the Technical Proposal and in the attached documents is true and correct.
3. We shall make available to AIAHL any additional information it may deem necessary or require for supplementing or authenticating the Technical Proposal.
4. We acknowledge the right of AIAHL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 2 (two) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We have examined and have no reservations to the Tender documents, including any addendum issued by AIAHL.
7. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors / Managers / employees.
8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by AIAHL [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Tender.
9. The Bid Security of Rs. /- (Rupees only) in the form of a Demand Draft / Wire Transfer / Bankers Cheque is attached, in accordance with the Tender document.

10. We agree and understand that the Technical Proposal is subject to the provisions of the Tender document. In no case, shall we have any claim or right of whatsoever nature if the Bid is not awarded to us or our Technical Proposal is not opened or rejected.
11. We agree to keep this offer valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the Tender.
12. We have studied the Tender and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by AIAHL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
13. We are submitting herewith all the required details as per format specified in Annexure – 2 to Annexure – 9.
14. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
15. We agree and undertake to abide by all the terms and conditions of the Tender document. In witness thereof, we submit this Technical Proposal under and in accordance with the terms of the Tender Document.

We remain,
Yours Sincerely,

1. Signature of authorized signatory [In full]
2. Name and Designation of the authorised signatory
3. Name and seal of the Bidder Applicant
4. Address of the Bidder Applicant

ANNEXURE - 3

Parameters of Technical Bid – Part – 1**Technical and Commercial Requirements**
(TO BE PROVIDED BY THE BIDDER IN FORMAT GIVEN BELOW)

The following are the mandatory Technical and Commercial requirements for Virtual Data Room services, non-compliance to any of these in Tender Bid response will lead to Technical Bid disqualification.

S.No.	Requirements	Mandatory requirement	Vendor's Compliance (Yes/No)
1	The VDR should be a web based, simple to use and operate application.	Yes	
2	The VDR should have a plug-in free web platform to upload and download data.	Yes	
3.	VDR should provide users 24x7 access to business information in a secure online location that can be accessed from anywhere.	Yes	
4.	The VDR should operate seamless on all major web browsers like Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Safari, Mozilla Firefox etc., on major operating systems like Windows and Mac and on all devices like Desktops, Laptops, Tablets& Smart phones.	Yes	
5.	The VDR should support in browser viewing of all major business file formats like PDF, MS Office (Word, Excel and Power-point), Common image file formats like JPEG, PNG, etc. with access protection.	Yes	
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.	Yes	
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).	Yes	
8.	The VDR should have a minimum of 256 Bit Data encryption.	Yes	
9.	The VDR should have friendly looking auto document indexing with the capability to auto re-indexing.	Yes	
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.	Yes	

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.	Yes	
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.	Yes	
13.	VDR should have the capability to effectively manage Q&A during the transaction.	Yes	
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.	Yes	
15.	Bulk data upload and download features should be present in VDR.	Yes	
16.	Ability to view/protect documents in their native formats, disable copying text and screen capture features should be present in VDR.	Yes	
17.	Sensitive information held on data storage media (including magnetic tapes, disks, printed results, and stationery) should be protected against corruption, loss or disclosure.	Yes	
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 private environment.	Yes	
19.	Secondary layer of real time server replication is required which may be activated in case of a disaster event (Failover).	Yes	
20.	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 both at rest and in transit via SSL/TLS-encrypted end points using the most up to date TLS v1.2 cipher suites.	Yes	
21.	The VDR provider should provide a minimum of 99.5% services uptime guarantee.	Yes	
22.	The VDR provider should provide an option to the users to enable two-factor authentication using SMS for additional security.	Yes	

23.	Data Centre should have provision of Firewall and IPS (Intrusion prevention system) that should actively monitor user behavior and restrict to ensure it is within acceptable parameters of application use.	Yes	
24.	The VDR provider should agree to permanently delete the entire dataset within 15 Days from the service deactivation or deletion request.	Yes	
25.	The Bidder's data centers where the data is finally stored should be ISO 27001 certified with necessary safe data back-up facilities.	Yes	
26.	The Bidder must have experience in providing Virtual data room services with 2 Indian companies in the last 5 years from the date of issue of the subject tender.	Yes	
27.	Work experience from at least one Indian Company should be from Indian Public sector Unit for engagement of VDR services should be given in Annexure -5.	Yes	

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

1. Bidders are requested to confirm their acceptance of the above terms and conditions
2. Non-compliance to any one of the Mandatory Conditions stipulated above would lead to disqualification of the Bid.

Annexure - 4

Bidder's Profile

1	Name of Organisation	
2	Type of Organisation Legal status (e.g. Incorporated private company, unincorporated business, partnership etc.):	
	Registered address:	
	Year of Incorporation: Registration Number /Corporate Identity Number	
	Year of commencement of business:	
	Principal place of business:	
3	Contact Person and Designation	
4	Address/ email/ Phone/ mobile	
5	Details of Annual Turnover and Net worth for the 3 Years – 2020, 2021, 2022 (Figs. Indian Rupees / USD '000) (Copies of Financial Statements be provided in support)	
6.	Experience in the business of Virtual Data Room Services for the last 2 Financial Years.	
7.	GST RegistrationNumber	
8.	Indian Permanent Account Number (PAN)	

DECLARATION

- a) It is certified that we have studied and understood the terms and conditions of the Tender no. "AIAHL/2022-23/Tender/DC/01 dated 28.09.2022"
- b) We hereby undertake and agree to unconditionally abide by all the terms & conditions and scope of services stipulated by AIAHL in the Tender including all annexure, addendum and corrigendum.
- c) All the details mentioned by us are true and correct and if AIAHL observes any misrepresentation of facts on any matter at any stage, AIAHL has the absolute right to reject the Bid/proposal and disqualify us from the bidding / selection process.

- d) We confirm that we have noted the contents of the Tender and have ensured that there is no deviation in filing our response to the Tender and that AIAHL will have the right to disqualify us in case of any such deviations.
- e) We certify that the product offered by us for Tender conforms to the Technical specifications stipulated by AIAHL

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

Reference details for Visual Data Room Services
(On Bidder's Letter Head)

Name of the organization where Visual Data Room Services is implemented by the Bidder. (Separate sheets to be used for different client(s) .

Copy of Reference Letter to be enclosed.

S. No.	Description	Details
1	Name of Organization where Virtual Data Room Services has been implemented as is currently running Successfully.	
2	Mention the details of Documents like Purchase order / Contract to support claims	
3	Time taken for implementation from Contract date	

Note: AIAHL can contact reference customer to seek further information.

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

NON-DISCLOSURE AGREEMENT
(On Bidder's Letter Head)

To

Consultant – Disinvestment
AI Assets Holding Limited (AIAHL)
2nd floor, Air India Reservations Building,
Safdarjung Airport,
New Delhi – 110003

[Date]

Sir,

Sub: Non-Disclosure Agreement

We acknowledge that during the course of bidding for Tender floated for Virtual Data Room Services, we shall be entrusted with Confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to AIAHL and its business that is provided to us pursuant to this Agreement (hereinafter referred to as “**Confidential Information**”).

In consideration of AIAHL making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as hosted on the virtual private room is strictly private and confidential and take all steps necessary to preserve such confidentiality.
2. We shall use the Confidential Information solely for the purpose of hosting on the virtual data room.
3. We shall not disclose any Confidential Information to any other person or any outside agency / firm without the prior written consent of AIAHL.
4. This Agreement shall continue perpetually unless and to the extent that AIAHL may release it in writing.
5. We acknowledge that no failure or delay by AIAHL in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

**Sub: Letter of Financial Proposal
(On Bidder's Letter Head)**

To,

Consultant – Disinvestment
AI Assets Holding Limited (AIAHL)
2nd floor, Air India Reservations Building,
Safdarjung Airport,
New Delhi – 110003

Dear Sir,

We,(Bidder Applicant's name) enclose herewith our
Financial Bid towards Tender “ ” and our Technical Bid.

Our attached Financial Proposal is for the sum of [Insert the amount(s) in words
and figures.]

We hereby confirm that the Financial Proposal is unconditional and we acknowledge
that any condition attached to Financial Proposal shall result in rejection of our Financial
Proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of
120 (One hundred and twenty) days from the date of Proposal.

We understand that you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorised Signature[In full]

Name and Title of Signatory

Name of the Company:
Address

Company Seal

Financial Bid Format**Schedule of Rates (SOR)**

S.NO (1)	Cost Head (2)	Total Lumpsum price for the 6 month period in INR (3)
1	Virtual Data Room services (30 GB for 06 months) for 150 users	
2	GST ___ %	
3	Any other taxes : If applicable, please specify and indicate rate @ ____%	
4	Total	

Optional item if required

S.NO (1)	Cost Head (2)	Total lumpsum price for additional requirement in INR (3)
5	Additional one (01) month extension fee for existing 30 GB) for 150 users for every month)	
6	Additional storage (Data of 1GB block) for first 6 month.	
7	Additional storage (Data of 1 GB block) for additional every month.	
8	Additional 10 user for first 6 month.	
9	Additional 10 user for additional every month.	
10.	Creation of Additional workspace	
11.	Compliance disk with audit trail and data uploaded in workspace	
12.	Data disk with copy of data uploaded in workspace	

Note :

- The Bidders should fill up all fields of the Table above.
- Applicable Taxes (including any tax) must be clearly indicated separately with the percentage thereof (as and where applicable)
- Unconditional discount, if any, should be clearly indicated.
- Any other costs to be borne by AIAHL should be clearly indicated.
- Conditional discount, if any, will not be considered for deciding L-1.
- The Bidders are advised to ensure that the prices and other details are filled in correctly and completely in the above format. Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would

be at the Bidder's sole risk, and the decision of AI Assets Holding Ltd. in such cases would be final and binding.

- g) Each party will bear their own legal and documentation costs.
- h) Overwriting/alteration/interchanged rates in the financial bid will lead to rejection.
- i) **The Lowest of the aggregated costs at S.no 4 (S.no 1 to 3) of all the above elements will be computed for awarding the contract to the Bidder.**

CERTIFICATION:

Certified that:

- a) There are no hidden costs to AIAHL over and above that indicated above
- b) The benefit of reduction in statutory taxes / levies, if any, arising during the term of the contract, if awarded in our favor, would be passed on to AIAHL.
- c) We have read, understood and accept all the terms and conditions of the Tender

AUTHORISED SIGNATORY

(NAME AND DESIGNATION)

COMPANY STAMP

Annexure – 9

Check List of Documents

Sr No.	Requirements Criteria check list	Bidder's Response YES / NO
1.	Deposited "Bid Security" (EMD)	Yes / No
2.	Attached Letter of Technical Proposal as per Annexure - 2	Yes / No
3.	Attached Technical, Functional and Commercial Mandatory Requirements as per Annexure - 3	Yes / No
4.	Attached Bidder's Profile and Undertaking and Compliance Certificate as per Annexure - 4	Yes / No
5.	Attached Reference Details as per Annexure - 5	Yes / No
6.	Attached Non-Disclosure Agreement as per Annexure - 6	Yes / No
7.	Placed Letter of Financial Proposal as per Annexure – 7 in a separate envelope for Financial Bid.	Yes / No
8.	Placed Financial Bid as per Annexure – 8 in Financial Bid envelope.	Yes / No