



REQUEST FOR PROPOSAL

For Design and Development of Mobile Application

(Ref No: NIXI/Tech/006/.IN/191-2021)

(Tender fees: Rs. 2000/-)

TO BE SUBMITTED BEFORE

27th April 2021 @ 16:00 Hours

ADDRESSED TO

National Internet Exchange of India

9th Floor, Statesman House, 148,

Barakhamba Road,

New Delhi -01

www.nixi.in, www.registry.in & www.getyourown.in

Request for Proposal

Sr No	Particulars	Details
1	Document Reference Number	NIXI/Tech/006/.IN/191-2021
2	The date for the Issue of the RFP	12 th April 2021
3	Pre-Bid Clarification by Meeting and Demo	16 th April 2021 @ 16:00 Hours
4	Last Date & Time for Submission of Technical and Financial Proposals	27 th April 2021 @ 16:00 Hours
5	Date & Time for opening of Proposals:	27 th April 2021 @ 16:00 Hours
6	Earnest Money Deposit	₹ 10,000/-
7	Performance Bank Guarantee	5% of Total commercial (Purchase Order)
8	Address for Bid Submission	NIXI (National Internet Exchange of India) Regd. Off.: 9 th Floor, B- Wing, Statesman House, 148, Barakhamba Road, New Delhi- 110001 Tel.: +91- 11-48202000 Fax: +91-11-48202013 E-Mail: registry@nixi.in
9	Website	www.nixi.in

1. NIXI Overview

NIXI is a not-for-profit organization set up under section 25 of the Companies Act, 1956 (now section 8 under Companies Act, 2013) for peering of ISPs among themselves and routing the domestic traffic within the country. The initial funding towards infrastructure was from the Department of Information Technology. NIXI is performing the following three activities.

- Internet Exchange
- .IN Registry and Internationalized Domain Names (IDNs)
- National Internet Registry (NIR)

.IN Registry: .IN Registry functions with primary responsibility for managing Country Code Top Level Domains (ccTLDs). Registration of .IN domain has crossed the 2.6 million mark in March 2021. Presently, 138 Registrars have been accredited to offer .IN domain name registration worldwide to customers. It has helped in the proliferation of web hosting and the promotion of Internet usage in the country.

.Bharat IDN in Indian languages:

.भारत domain name in Devanagari script was successfully launched on 27th August 2014 by Hon'ble Minister of Communications & Information Technology, and Minister for Law & Justice, Mr. Ravi Shankar Prasad. The Devanagari script covers Hindi, Dogri, Bodo, Konkani, Maithili, Marathi, Nepali, and Sindhi Language.

This will increase the penetration of the Internet through the use of local languages and local content.

The availability of .Bharat IDN in Gujarati, Bengali, Manipuri in Bengali script, Punjabi, Tamil, Telugu & Urdu languages started from 3rd August 2015.

Now all the remaining Indian languages i.e. Assamese, Kannada, Oriya, Malayalam, Santali, Sanskrit, Sindhi, Kashmiri is available for registration.

2. Purpose:

National Internet Exchange of India (NIXI) desires to have iOS and Android Mobile App for .IN Registry-

In this connection, the company would like to invite a Proposal from a reputed and experienced vendor who can provide an end-to-end solution for a period of One Year on warranty and next 4 years on AMC for preparing iOS and Android Mobile App for .IN registry.

General:

- The solution provided by the vendor should work on all devices.
- The solution provided by the vendor should be 100% bug-free.
- The solution should include a Progressive Web Application(PWA), which shall work seamlessly across the Android and iOS OS.
- The solution provided by the vendor should be delivered in agreed timelines
- The solution provided should be compatible with container platforms
- The Solution provided should have a modular architecture and should be able to integrate with other micro services and APIs.
- Availability of domain will be checked from WHOIS.REGISTRY.IN
- Data captured on mobile apps and website need to stores for the period as specified by NIXI
- There are approx. 138 registrars as of now, which may multi-fold in future.
- UI and UX of solutions provided need to be simple, easy to use, and clean
- Develop APIs required for providing the solution
- Consume APIs required for providing the solution
- Suggest name available in other extension.

Mobile Apps:

- The idea of developing Android and iOS mobile app is to enable Registrants to view and manage all there .IN and .BHARAT in a single place
- Users can view all their domains with booking date, expiry date
- Get notifications to renew domains on time
- Buy domain related services like emails, hosting website, etc. through the listed registrars
- Change registrars after getting the NoC

3. The extent of the Proposal:

The prospective vendor should note that any proposal submitted in response to this RFP and all associated amendments or clarifications submitted during the evaluation, would form part of any subsequent contract to be signed for the services relating to the Project.

4. Schedule of activities for RFP:

Schedule refer at Page No. 2.

5. Minimum Eligibility Criteria:

Sr. No.	Minimum Eligibility Criteria	Supporting Document		
1	The Bidder should be a company registered Under Companies Act, 1956/2013 and in existence for at least 3years.	Photo copy of Certificate of Incorporation		
2	The Bidder should have Pan & GSTIN	Self-certified copies		
3	The Bidder should have operating profits in the last three financial years' i.e. 2017-18, 2018-2019, and 2019-20 as per the audited balance sheet available at the time of submission of the bid.	Audited financial statements of the last three years to be submitted.		
4	The Bidder should have a minimum average annual turnover of Rs. 10 lakhs during the last three financial years i.e. 2017-18, 2018-2019, and 2019-20. This must be the individual company turnover and not that of any group of companies.	Self-certified copies of the audited Balance sheet and profit & loss statement for the last 3 completed financial years with adequate section duly marked and tagged.		
		2017-18	2018-19	2019-20
	Turnover declaration in INR			
5	Minimum 10 completed Projects for Website and / or Mobile Application Development, out of which at least 3 Projects should be built on Open source technologies.	Work order and Completion Certificate		
6	The Vendor has never have been blacklisted/ barred/ disqualified by any regulator/ statutory body or any PSU or any Company/ State Government/Central Government	Self-Certification/declaration		
7	Developed apps downloaded more than 10,000 in real time.	Self-certified copies		
8	Availability of Technical Manpower in the proposed technologies and Technical Support. More than 20 employees 10 employees having MCA/B.Tech/M.sc (IT) with minimum 5 years' experience in APPs developments.	Declaration from HR Department with the list of Manpower with qualification, experience, and area of expertise		

Note:

1. Supporting documents requested should be arranged/numbered in the same order as mentioned above.
2. Failure to meet any of these criteria will disqualify the vendor and it will be eliminated from the further process.
3. The NIXI reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive, and binding upon the vendor.
4. All certificates or documents should also be self-attested and attached/bind together
5. If at a later stage it is found that the vendor has provided false information or has wrongly certified the conditions stated in the eligibility criteria the vendor shall be liable for legal action and/or cancellation of the contract.

6. Defect Management

- Testers shall execute all the test cases in each of the cycles described above. However, it is recognized that the testers could also do additional testing if they identify a possible gap in the cases. If a gap is identified, the cases and traceability matrix will be updated and then a defect logged against the scripts.
- The defects will be tracked through a defect management tool. The Development team will gather information daily from the defect management tool, and request additional details from the Defect Coordinator. The Development team will work on fixes.
- It is the responsibility of the tester to open the defects, link them to the corresponding cases, assign an initial severity and status, retest and close the defect; it is the responsibility of the Defect Manager to review the severity of the defects and facilitate with the Development team the fix and its implementation, communicate with testers when the test can continue or should be halt, request the tester to retest, and modify status as the defect progresses through the cycle; it is the responsibility of the Development team to review mantis daily, ask for details if necessary, fix the defect, communicate to the Defect Manager the fix is done, implement the solution per the Defect Manager request.

Defects found during the Testing will be categorized according to the following categories:

Severity	Impact
Critical	<ul style="list-style-type: none">▪ This bug is critical enough to crash the system, cause file corruption, or cause potential data loss▪ It causes an abnormal return to the operating system (crash or a system failure message appears).▪ It causes the application to hang and requires rebooting the system.

High	<ul style="list-style-type: none"> ▪ It causes a lack of vital program functionality with a workaround.
Medium	<ul style="list-style-type: none"> ▪ This Bug will degrade the quality of the System. However, there is an intelligent workaround for achieving the desired functionality - for example through another screen. ▪ This bug prevents other areas of the product from being tested. However other areas can be independently tested.
Low	<ul style="list-style-type: none"> ▪ There is an insufficient or unclear error message, which has a minimum impact on product use.
Cosmetic	<ul style="list-style-type: none"> ▪ There is an insufficient or unclear error message that has no impact on product use.

The solution shall be testing on the following OS environments:

- Android
- iOS

7. Performance Tuning and Security Measures

The website and mobile apps shall be tuned for performance by optimizing the database queries through the use of optimizing tools. The Database Administrator shall work on the appropriate data structures and indexing, etc. to ensure that data is stored and retrieved in an optimized and efficient manner.

While developing the code, care shall be taken to ensure that known security threats are taken care of Security issues, including but not limited to the following shall be addressed during the development stage:

- SQL Injection

SQL Injection occurs when untrusted data is sent to an interpreter as part of a command or query. The attacker's hostile data can trick the interpreter into executing unintended commands or accessing unauthorized data.

- Cross-Site Scripting (XSS)

XSS flaws occur whenever an application takes untrusted data and sends it to a web browser without proper validation and escaping. XSS allows attackers to execute scripts in the victim's browser which can hijack user sessions, deface websites, or redirect the user to malicious sites.

- Broken Authentication and Session Management

If the application's authentication and session management are not implemented correctly, may allow attackers to compromise passwords, keys, session tokens, or exploit other implementation flaws to assume other users' identities.

- Insecure Direct Object References

A direct object reference occurs when a developer exposes a reference to an internal implementation object, such as a file, directory, or database key. Without an access control check or other protection, attackers can manipulate these references to access unauthorized data.

- Cross-Site Request Forgery (CSRF)

A CSRF attack forces a logged-on victim's browser to send a forged HTTP request, including the victim's session cookie and any other automatically included authentication information, to a vulnerable web application. This allows the attacker to force the victim's browser to generate requests the vulnerable application thinks are legitimate requests from the victim.

- Secure Configuration Settings

It includes secure configuration defined and deployed for the application, frameworks, application server, web server, database server, and platform.

- Encryption for sensitive data

It includes proper protection of sensitive data, such as credit cards, SSNs, and authentication credentials, with appropriate encryption or hashing.

- Failure to Restrict URL Access

Web applications should check URL access rights before rendering protected links and buttons each time these pages are accessed, or attackers will be able to forge URLs to access these hidden pages anyway.

- Unvalidated Redirects and Forwards

Web applications frequently redirect and forward users to other pages, and use untrusted data to determine the destination pages. Without proper validation, attackers can redirect victims to phishing or malware sites, or use forwards to access unauthorized pages.

All libraries, platforms, plugins, packages etc., used in the source code should be updated or patched with their latest stable versions.

The solution should incorporate end to end encryption for the entire solution. Data at rest and data in motion should always be encrypted.

All user activity and administrator activities should be logged and appropriate alerts should be triggered for any unusual activities.

The APPs shall not have any external dependencies in source code, i.e., use of any externally hosted libraries, packages, service or APIs should be avoided. The APPs should be able to operate with full functionality even if it is disconnected from internet.

7.1 General

- The solution provided by the vendor should work on all devices.
- The solution provided by the vendor should be 100% bug-free.
- The solution should include a Progressive Web Application(PWA), which shall work seamlessly across the Android and iOS OS.
- The solution provided by the vendor should be delivered in agreed timelines
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7.2 Mobile Apps

- The idea of developing Android and iOS mobile app is to enable Registrants to view and manage all their .IN and .BHARAT in a single place
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- Get notifications to renew domains on time
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- Change registrars after getting the NoC

7.3 Support

- The vendor needs to support the delivered solution for 5 years

7.4 Technology

- The vendor should recommend and use open source technology
- The technology selected for this project should be scalable

7.5 Code Ownership

The entire source code shall be handed over to NIXI upon completion of development. The source code shall be documented properly and the detailed source code documentation, including high level and low level design documents shall be submitted to NIXI. The Ownership including the Intellectual property rights of the code shall reside with NIXI.

8. Proposal Format

The proposals should be submitted in two separate sealed covers, one TECHNICAL PROPOSAL marked as "Technical-Proposal", and one COMMERCIAL PROPOSAL marked as "**Confidential – Financial Quote**". These covers should be put in one big cover super scribed with '**Proposal for Design and Development of Mobile Application (iOS and Android)**'

1. The vendor should submit the proposal properly filed with proper indexing & paginated so that the papers shall not be lost and easily traceable.
2. The proposal, which is not sealed or open tenders sent through fax/e-mail will summarily be rejected.
3. The proposals not submitted in the prescribed format or incomplete in details are liable for rejection.

4. The proposal containing unauthentic erasing or alterations will not be considered.
5. No document/ Correspondence will be entertained after the closing time of the tender.
6. Technical Proposal/Tenders shall be opened at the scheduled time on the date of opening (Date and time mentioned under Schedule of activities for RFP) in the presence of such vendor/tenderers or any authorized representatives who choose to be present. The authorized representative names, designation, etc should be communicated with the proposal (max 2-person name).

9. Evaluation:

The technical proposal will be evaluated only for those vendors who fulfill the minimum eligibility criteria as given under Para's 'Minimum Eligibility Criteria' in this offer.

Failure to meet any of these criteria specified will disqualify the vendor and it will be eliminated from the further process.

Points Distribute in Technical:

The FUNCTIONAL & TECHNICAL SPECIFICATIONS for the RFP are given in Annexure-II, vendors are requested to give their response to each of the items.

Points will be awarded on the following basis as against the required Functional & Technical Compliance Template (Annexure-II).

10. Commercial Bid Opening/Evaluation:

The Commercial proposal of Top Four (4) shortlisted vendors will be opened. However, NIXI will not bind itself to accept the lowest commercial or any commercial and reserve the right to accept any proposal, whole, or in part.

The evaluation process shall consider on the basis of details/process provided in Annexure —IV.

Selected Proposals shall be considered, as they may be called for negotiation if required. The vendor will be selected based on Technical and Financial marks.

NIXI's Decision in respect to evaluation methodology and short-listing the vendors will be final and no claims whatsoever in this respect will be entertained.

11. The signing of the Document:

1. The proposal is liable to be rejected if complete information is not given therein. Please note that conditions given in the proposal documents shall govern the contract. It may be noted

carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in the proposal document shall govern the contract.

2. The individual signing the tender and/or other documents connected with the contract must write his name in BLOCK LETTERS under his signatures.

3. The individual signing the tenders and/or other documents should specify whether:

•Constituted attorney of the firm, if it is a company under the meaning of Company Law, a certified Photostat copy of the power of attorney should be attached.

i. Managing Director/President/Chairman/Company Secretary in case of Limited Co. having authorization for committing the company from its Board of Directors or as is required under Co. Law and having such powers through Laws/Bylaws or by special resolution.

4. A Person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the NIXI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

5. In other cases, the resolution/ authorization attorney duly attested by NOTARY PUBLIC should be submitted with the tender if not already done.

12. Technical Proposal should include the following:

1.A Letter by a duly authorized officer of the Firm/Company on the firm/Company's letterhead and duly signed by authorized officer with name, title, and seal. The Letter shall include:

- a) A Statement that deviations are included, if applicable. (Annexure-III)
- b) A Statement that proprietary information is included, if applicable.

2.Table of Contents (List of documents enclosed as requested)

3.Minimum Eligibility Criteria supporting documents.

4.Functional & Technical specifications as per **Annexure-II** duly filled (blank response line item will be considered as non-compliance and 0 marks will be awarded for the related item.)

5.Indicative SLAs along with their Technical Proposal. NIXI may discuss the SLAs with the shortlisted bidders and finalize the SLAs to be incorporated in the contract. Non-agreement on

the SLAs as proposed by NIXI may render the bid liable for rejection.

6. Detailed Architecture of the proposed solution with various features, functions of the system including failover methodology, strategy and scalability.
7. The detailed technology stack proposed to be used. Preference shall be given to proposals based on Open Source technologies.
8. Details of encryption mechanisms for Data at Rest and for Data in Motion
9. Details of Logging mechanism and app analytics.
10. The technical proposal should not indicate any cost aspect directly or indirectly.
11. The vendor shall furnish an Earnest Money Deposit (EMD) of Rs. 10,000/-/- to be submitted in form of a Demand Draft from a Scheduled Bank along with the Technical Bid. (refundable)Annexure - I.

13. Commercial Proposal:

1. The Commercial proposal should give all relevant price information and should not contradict the Technical proposal in any manner. All prices should be quoted in Indian Rupees only.
2. Tax/levies etc if applicable, at the present rate should be quoted. Tax ruling at the time of delivery of material and the resultant billing will be paid at actual.
3. **Prices should be valid for 180 days from the date of submission.** All price increases will be to the vendor's account.

14. Payment Mile Stones :

- i. 10% release money after acceptance of PO and Submission of PBG (Performance Bank Grantee)
- ii. 50% Release after acceptance of working beta version
- iii. 20% after completion of all audit and security
- iv. 20% after handing over/training/testing and 1000 downloading

15. System Acceptance Testing:

Unsatisfactory performance of the System may result in rejection of part or all of the system under Acceptance testing. Acceptance testing will run for one week. The acceptance test will end when the performance of the system met the Functional & Technical requirements.

At the end of the successful completion of the acceptance test, the System shall be accepted.

16. Training:

1. Vendor shall organize for platform training:
2. Hands on support to be provided to the users at office.
3. Minimum one trainer should be made available for hand holding i.e. on the job training period.
4. Vendor will provide Documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of activity with issues and action steps.
5. Training also includes Knowledge transfer to core team, engineers/operators and support personnel.
6. User training should include amongst other the following:
 - i. Features/Functionality available
 - ii. Administration/Parameterization
 - iii. Troubleshooting
 - iv. Interpretation of Reports/logs etc

17. Other Terms and Conditions:

1. NIXI is a not-for-profit organization and is eligible for special prices available. Vendors are requested to consider the same while giving the commercial quote.
2. The proposal is for a period of One (1) Years and may extend the further period with mutual consent.
3. The contract shall remain in force from the date of entering into the contract but it can be terminated at any time and any stage by the NIXI during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.
4. The validity period can, however, be extended if the NIXI and the vendor both agree mutually.
5. The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work.
6. The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.
7. The selected vendor will have to sign a contract with NIXI at mutually acceptable terms and condition and a Service Level Agreement (SLA)
8. The vendor should specify only a single solution that is cost-effective and meets NIXI's

- requirement and should not include any alternatives.
9. The Vendor shall bear all costs associated with the preparation and submission of its proposal, attending a Pre-Bid meeting, or arranging proof of concept (POC)/Product Walk Through, etc. NIXI will provide no reimbursement for such costs.
 10. To assist in the scrutiny, evaluation, and comparison of offers Organisation may, at its discretion, ask some or all vendors for clarification of their offer.
 11. All design requirements should be worked around the requirements given by NIXI.
 12. All Version upgrades should be free, i.e. there should not be any Licensing Cost. While quoting, the vendors should anticipate the version /product changes during the entire project period and should budget the same in their commercial proposal.
 13. The vendor will be responsible to provide complete documentation of the solution (Print (three copies) and Soft copy) which includes but not limited to the following:
 - a. Source Code
 - b. User Manuals; including Error Messages, their meanings, and action steps.
 - c. Technical Integration Documents
 14. The vendor shall be responsible for Post-implementation/live Support / Call center services.
 15. The vendor shall be responsible for Knowledge transfer to the incoming vendor at the end of the contract period. This shall include amongst others, System walkthrough and hands-on support for a minimum of 2 weeks.
 16. The EMD amount of all unsuccessful vendors would be returned on completion of the entire RFP process. For successful vendors, the EMD will be returned after the issue of the purchase order.
 17. The EMD amount may be forfeited: - If a vendor withdraws its proposal during the period of validity if any of the vendor's statement turns out to be false/incorrect during evaluation or the vendor fails to sign the contract post-selection.
 18. The Successful vendor shall furnish the (BG) performance security equivalent to 5% of commercial bid in the form of Performance Bank Guarantee issued by a Public Sector Bank in India for a period of contract plus (6) six months on prescribed Performa. Annexure- V
 19. If the contract is extended for any reason, the vendor shall have the Bank Guarantee extended accordingly i.e. extended period plus (6) six months.
 20. The bank guarantee shall be released after satisfactory completion of all the works against the contract and after deductions of any liability against the contract.

21. The NIXI will neither provide nor reimburse expenditure in connection with submission/processing of the tender.
22. The commercial quotes, are to be given (in a separate sealed cover superscribed as "Confidential — Financial Quote") as per the commercial template given as per Annexure-IV.
23. Any effort by a vendor to influence the NIXI on any matter relating to the proposal, its evaluation, comparison, selection may result in the rejection of the vendor's proposal.
24. The vendor would be responsible for maintaining all security compliances necessary for the mobile application.
25. The Vendor shall be responsible for security/upkeep of data maintained on portal located in its owned/hired data centre through proper security devices like Firewall protection, IDS, IPS, etc. Any variations against the prescribed norms interpolation/tempering made by foreign elements shall be detected and reported to NIXI immediately who will then decide about the offense if at all any, committed and take such action as deemed necessary for investigation and prosecution of the person(s) responsible for such offense under the Information Technology Act 2000 and its amendments or such other relevant provisions applicable to the cyber offenses.
26. At any point in time, NIXI may add/remove services under the application. For all such changes, the vendor shall provide the services as per the terms and conditions agreed to within this contract.
27. Vendors should respond to any kind of failure in a timely manner; they must diagnose, respond and solve problems/issues in accordance with the SLAs (Service-Level Arguments)/ Merchant Legal Agreement.
28. The vendor should not display any content like an advertisement, company logo, company name, etc on the mobile application.
29. The vendor should not capture/store/use/share any of the candidate information (like membership number, name, date of birth, phone number, card details, etc.) for any purpose.

18. Penalty

"Mobile Application" Development should be completed in prescribed date and in any case, should not exceed 4 weeks from the date of contract/SLA. Any time beyond four weeks may call for a penalty.

- A. If the Vendor fails to complete the work within the prescribed period (6 Weeks) or within any extended time allowed on account of delay due to unforeseen reasons beyond control, the vendor shall pay at 1% of PO value per week subject to a maximum of 12% of PO value and the vendor shall be blacklisted for the next three years and his earnest/security money laying with the NIXI shall be forfeited.

- B. Uptime – 99.95%
Penalty 0.1% of PO value per 2 hours [calculations based on 24 hrs basis]]

19. Rejection/Termination of contract

The NIXI has the right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender/work order. No Charges will be paid for the defective work. This can be done at any stage of the work.

In case it is found that the work/supply/service is not as per requirement/standards, timelines or the frequency of corrective measures required is high then NIXI retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from NIXI or make any claim for fees in respect of such unsatisfactory/ substandard services/supply/work.

As also NIXI reserves the right to terminate the contract if it is established based on price discovery that it would be beneficial for the organization to go in for a fresh RFP/contract.

In case of any dispute pertaining to termination of contract/agreement, the same shall be governed by the terms of the Arbitration and Conciliation Act, 1996 with its place of arbitration at Delhi. It is also made clear that under any circumstances, neither NIXI nor its employees will be liable to damages. It is further clarified that the employees of NIXI cannot be personally sued.

20. Pre-Bid Meeting:

1. NIXI will organize a pre-bid meeting as per the schedule at its corporate office. The purpose of this meeting is to clarify, doubts, issues and respond to questions on any matter that may be raised at that stage. The responses will be confined to issues related to Technical Requirements only. Responses to all the clarifications, doubts, queries received by mail and e-mails and responses to queries raised during the pre-bid meeting will be posted on NIXI's website. Any modification to the RFP document that may become necessary after the pre-bid meeting shall be prepared by NIXI as an addendum. The addendum will be hosted on the NIXI website.
2. Prospective Vendors may attend the pre-bid meeting with not more than two (2) representatives.
3. Those prospective vendors who choose to attend the pre-bid meeting are requested to carry with them either an authority letter from their company on their letterhead or produce any other identification as proof like visiting cards of the representing companies who have procured the RFP.

21. Subcontracting:

The Vendor will not subcontract or delegate or permit anyone other than the vendor’s personnel to perform any of the work, service, or other performance required of the vendor under this agreement. In the event of the vendor’s transferring or assigning the order whole or part to anyone without NIXI’s permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the order liable to be canceled and the security money shall be liable to be forfeited.

22. Waiver of Minor Irregularities:

NIXI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of NIXI.

Where NIXI may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the vendor from full compliance with the RFP specifications and other contract requirements if the vendor is selected.

23. Modify/Withdrawal of Proposals:

Before the date specified for receipt of the proposal, a submitted proposal may be modified/ withdrawn by submitting a signed written request for its modification/withdrawal to NIXI but in such a case the earnest money may be forfeited.

24. Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless Vendor and NIXI mutually agree in writing to the same. The vendor will not use the contents of this proposal to bid for any other contract.

25. Clarification:

Request for clarification should be mailed by an official authorized by the Vendor to registry@nixi.in only in the format given below:

Sr. No	Document Reference	Page No	Clause No	Description In RFP	Clarification Sought	Additional Remark (if any)

26. Non-Disclosure Agreement (NDA) for Information and Data security: Along with the performance guarantee, the selected vendor will have to sign the Non-Disclosure agreement on a stamp paper as per the format given in Annexure-VII and should be duly notarized. The empanelment will be legalized only on the Contract being signed between the Vendor and NIXI along with the Bank Guarantee and the NDA submitted by the successful Bidder/Vendor.

The following annexure shall form part of the RFP and should be read together while submitting the proposal.

Annexure ---- I : EMD Format
Annexure ----II : Functional and Technical Specifications
Annexure ----III : Declaration of Deviation
Annexure ----IV : Financial Template
Annexure ----V : Bank Guarantee Template
Annexure ----VI : Non-Disclosure Agreement

The NIXI reserves the right to change/add/modify/relax any / all conditions stipulated or increase/decrease items requested as also to accept/reject any/ all offers without assigning any reason whatsoever.

The NIXI also reserves the right to split up the contract without assigning any reason and in the suppression of any of the conditions given herein or after.

The decision of the NIXI in selecting the vendor would be final and conclusive and the Organisation will not entertain any correspondence in this regard.

Vendors are requested to give the best price along with other terms and conditions in a sealed envelope duly superscribed "Design and Development of Mobile Application" (Refer point 10 - 1 Proposal Format) Addressing to:

Chief Executive Officer

National Internet Exchange of India

9th Floor, Statesman House,

Barakhamba Road,

New Delhi -110001

Annexure - I

EMD Format

Sr.No.	Particulars.	Information to be filled by the Tenderer
1	Name of the Organization:	
	Type of Organization (Proprietor/ Partner/Company under company law etc)	
	Address for Correspondence for this proposal	
	Name and phone no of the contact person regarding any enquires about this proposal	
	Contact Person E-mail	
	Website	
	Authorized Signatory Name	
	Authorized Signatory Designation	
	Authorized Signatory Email	
2	Earnest Money DD/Pay Order in favors of National Internet Exchange of India payable at New Delhi Account Details: - <u>A/c Name: National Internet Exchange of India</u> <u>Bank Name: ICICI Bank</u> <u>A/c No.: 629401134348</u> <u>IFSC Code: ICIC0006294</u> <u>Branch: Nehru Place, New Delhi</u>	Rs.
	EMD Valid up-to	
	Name of the Bank	

I/We deposit herewith as earnest money Rs..... (Rupees.....as specified in terms and conditions of this tender.

Seal & Signature

Date:

Request for Proposal

NAME

DESIGNATION

ON BEHALF OF

Annexure-II

FUNCTIONAL AND TECHNICAL SPECIFICATIONS (FTS)

(To be included in the Technical Bids duly completed with comments, if any) Part – I Functional and
Technical

Sr.	Minimum Eligibility Criteria	Supporting Document			Tagging/ Numbering	Compliance (YES/NO)	Remarks
1	The Bidder should have a minimum average annual turnover of Rs. 10 Lakhs during the last three financial years i.e. 2017-18, 2018-2019, and 2019-20. This must be the individual company turnover and not that of any group of companies.	Self-certified copies of the audited Balance sheet and profit & loss statement for the last 3 completed financial years with adequate section duly marked and tagged.					
		2017-18	2018-19	2019-20			
	Turnover declaration in INR						
2	Minimum 10 completed Projects for Website and / or Mobile Application Development, out of which at least 3 Projects should be built on Open source technologies.	Work order and Completion Certificate					
4	The Bidder should have a valid enplanement with NICS (TIER-III) for the services (Website)	Valid Certificate of Empanelment from NICS					
5	Availability of Technical Manpower in the proposed technologies and Technical Support. More than 20 employees having 10 employees having MCA/B.Tech/M.sc (IT) with minimum 5 years' experience in APPs developments.	Declaration from HR Department with the list of Manpower with qualification, experience, and area of expertise					

6	Presentation on the understanding of the project as per scope defined & methodology for design & development, Timelines	Presentation to Department			
---	---	----------------------------	--	--	--

Seal & Signature

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure - III

Declaration for Deviation

It is hereby declared that I/ We the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender/proposal under proper lawful power of attorney.

I/We also certified that all the terms and conditions etc. of the tender document are fully acceptable to me/us except the following clauses/ sub-clause/s.

Sr.No.	Clause / Sub Clause no.	Remarks

Seal & Signature

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure-IV

Financial Template

Please read carefully the explanations given at the bottom of this commercial template before quoting the rates.

A	Website Software					Total Cost
	Particulars	Basic Unit Price	Estimated time duration	GST or Any Other Taxes / Duties	Total Unit Cost	
	Design & Development of the Mobile Application as per the Scope of Work mentioned in section 6.					
	A security audit by CERT-IN impaneled agency					
	5 years maintenance cost					
Grand Total Quoted						

Seal & Signature

Date:

NAME

DESIGNATION

ON BEHALF OF

Annexure V

BANK GUARANTEE TEMPLATE

This guarantee made this day ofmonth of20.by

.....(hereinafter called the bank which expression shall, unless repugnant to the contract include its successors and assignees) of the one part in favour of NATIONAL INTERNET EXCHANGE OF INDIA (hereinafter referred to as "NIXI" which expression shall unless the context otherwise requires, include its successors and permitted assigns), a company incorporated and registered under the Indian Companies Act, 1956 (now section 8 under Companies Act, 2013) having its Corporate office at "9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001", in the State of New Delhi, of the other part.

Whereas M/s(here in after

Called the suppliers) have agreed to participate in the tender for the service of.....

Invited by the NIXI vide their tender notice no.....dated..... And

WHEREAS in accordance with the tender notice the supplier has to furnish earnest money in the form of Bank Guarantee in the sum of Rs.

AND WHEREAS the Bank has accordingly at the request of the supplier agreed to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS: -

1. Inconsideration of the premises, the bank hereby undertakes and agrees to pay on demand to the NIXI the sum of Rs.(Rupees..... only)

2. The bank shall pay to the NIXI on demand the sum under the clause above without demur and without requiring the NIXI to invoke any legal remedy that may be available to it. It is agreed and further declared that the NIXI shall be the sole judge of and in case suppliers were to commit breach or breaches, if any, of the terms and conditions of the said tender documents/contract and the extent of losses, damages, cost, charges, expenses caused to or suffered by or that may because to or suffered by the NIXI from time to time shall be final and binding on the bank.

Secondly, the right of the NIXI to recover from the bank any amount under this guarantee merely on demand shall not be affected or suspended because of the fact that any dispute or disputes have been raised by the suppliers with regard to their liability in question or the proceedings pending before any tribunal, an arbitrator with regard thereto or in connection therewith and thirdly the bank's shall immediately pay the amount of guarantee to the NIXI on demand and it shall

not be open to the bank to know there as on so for to investigate or to go into the merits of the demands or to question whatsoever. Bank agrees that shall not be open to the bank to require proof of the liability of the supplier to pay the amount before paying the sum demanded under this Guarantee clause above.

3. The guarantee is in addition to and not in substitution for any other guarantee executed by the bank in favor of the NIXI on behalf of the suppliers.

4. The suppliers and the NIXI will be at liberty to vary and modify the terms and conditions of the tender document/contract without affecting this guarantee, a notice of which modifications to the bank are hereby waived.

5. This guarantee shall not be affected by any change in the constitution of the bank or of the suppliers nor shall the guarantee be affected by any amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

6. The neglect or forbearance of the NIXI in enforcing any payments of money, the payment thereof is intended to be hereby secured or the giving of time by the NIXI for the payment thereof shall in no way release the bank from its liability under this deed.

7. This guarantee is irrevocable except with the written consent of the NIXI.

8. This guarantee shall come into force from the date hereof and shall remain valid till but if the period of the tender/contract is, for any reason, extended and upon such Extension, if the suppliers failed to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to the NIXI the said sum of Rs..... immediately on the demand of NIXI.

IN WITNESS WHEREOF

For and on behalf of the Bank have signed this Deed on the day and year above written WITNESS: -

1.

2.

Signed by for and on behalf of the Bank

Date: Address:

SIGNATURE & SEAL OF TENDERER NAME

DESIGNATION

ON BEHALF OF

ANNEXURE VI

NON-DISCLOSURE AGREEMENT

(To be taken on Rupees 100 Non-Judicial Stamp Paper)

This Agreement is made on this ----- day of -----, 2021 (“Effective Date”) between **NATIONAL INTERNET EXCHANGE OF INDIA**, a company registered under the Companies Act 1956 (now section 8 under Companies Act, 2013), having its Corporate office at 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi - 110001 hereinafter referred to as the “NIXI” or “Indemnity Holder” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the one part.

AND

XXXXXXX LIMITED a company registered in India and having its registered office (Hereinafter referred to as “XXXXXXX”, which expression shall mean and include unless repugnant to the context, its successors, and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party to this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

NIXI and XXXXXXX shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in the confidentiality of the various Confidential Information, which is provided or exchanged between NIXI and XXXXXXX to perform the respective promises in furtherance of this Agreement (hereinafter called “Purpose”) outlined below:

(For Engagement of Agency for Supply of IT Manpower)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement;

(iv) Was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or another appropriate remedy at Disclosing Party's sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if:

(i) identified as confidential, proprietary, or the like at the time of disclosure, and (ii) confirmed in writing within seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract, or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting, or conferring by one party on the other party any rights, license, or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of the contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event, such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes, and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes, and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for its products, concepts, systems or techniques that are similar to or compete with the

products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

Article 8: JURISDICTION

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by the NIXI Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 9: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned, or transferred by either party without the prior written consent of the other party.

Article 11: TERM

This Agreement shall remain valid from the-----until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination/expiry of the Agreement for a period of three years after the termination/expiry of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks, or other identifying data, or otherwise, discuss or refer to such other Party or infringe Patent, Copyrights, in any notices to third parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however, characterized, without such other Party's prior written consent.

Article 13: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or because of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party's nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<Bidder/company>

NATIONAL INTERNET EXCHANGE OF INDIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____