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NOTICE INVITING QUOTATIONS

**HIRING OF AN AGENCY FOR HOUSEKEEPING
SERVICES**

REF FILE NO: 002/NIXI/MGMT/311

CRUCIAL DATE SHEET

Name of Work	Hiring of an agency for Housekeeping Services
Bid Submission Start Date	12.10.2022
Last Date for bid submission	20.10.2022 [3.00 PM]
Opening of Bid and evaluation	20.10.2022 [3.30 PM]

Note:

1. Any quotations received by the Employer after the deadline prescribed insubmission date will be returned unopened to the Bidders.
2. The suggestions received will be referred to the committee and will incorporated if found justified after the approval of the Competent Authority.

National Internet Exchange of India
9th Floor, B-Wing,
Statesman House, 148,
Barakhamba Road,
New Delhi-110 001 (India)

NIQ No: 002/NIXI/MGMT/311

Notice Inviting Quotations

NIXI invites sealed quotations in **SINGLE BID SYSTEM** (Techno-Commercial and Financial Bid in the same envelope) on behalf of CEO, NIXI for Housekeeping Services.

It is specified that the Bids are being invited from renowned housekeeping agencies having excellent experience in execution of such works. The Bidder should be located in Delhi / New Delhi only, where the work should be carried out. The printer must have experience in similar type of work with Central / State Government Undertaking or other reputed organizations in appropriate class. The quotation complete in all respect should be submitted at the NIXI Headquarters by 17th October 2022 (3:00 P.M.) in the sealed envelope superscribing "NIQ for the Housekeeping Services or by registered post so as to reach on or before the due date of opening. In the event of any clarification the following officer may be contacted:

Shri Shahid Hashmi (Executive Cum Node Officer)

Email: shahid@nixi.in

Phone +91-11-48202000

In the event of the specified date for submission of Bids being declared a holiday for NSIC, the Bids will be received up to the appointed time on the next working day. NSIC may extend this deadline for submission of Bids by amending the Bid documents.

CEO, NIXI
New Delhi-110001

I. NIXI OVERVIEW

The National Internet Exchange of India (NIXI) is a non-profit Company incorporated under Section 25 of the India Companies Act, 1956 (now section 8 under Companies Act 2013) with an objective of facilitating improved internet services in the country. NIXI was registered on 19th June, 2003 and performs three operations -

National Internet Exchange of India (NIXI) was set up for peering of ISPs among themselves for routing the domestic traffic within the country, instead of taking it all the way to US/Abroad, thereby resulting in better quality of service (reduced latency) and reduced bandwidth charges for ISPs by saving on International Bandwidth. NIXI is managed and operated on a Neutral basis, in line with the best practices for such initiatives globally.

Website – www.nixi.in

.IN Registry is India's Country Code Top Level domain (ccTLD). The Govt. of India delegated / authorized the operations of .IN Registry to NIXI in 2005. The IN Registry operates and manages India's .IN ccTLD. Now .IN domain names are available to anyone on first- come-first-served basis.

Website – www.registry.in

.IN Registry and Internationalized Domain Names (IDNs): Since 2005, NIXI also manages the .IN Registry (www.registry.in) including 15 IDN TLDs (in 22 official languages). At present, 153 Registrars have been accredited to offer .IN domain Name registration worldwide to customers. This has helped proliferation of web hosting in the country and promotion of Indian language content on the Internet.

IDN's in Hindi, Bodo, Dogri, Konkani, Maithili, Marathi, Nepali Sindhi, Bangali, Gujarati, Manipuri, Punjabi, Tamil, Telugu and Urdu languages were launched during the year 2014-15. The General availability of all the remaining Indian languages i.e. Assamese, Kannada, Oriya, Malayalam, Santali, Sanskrit, Sindhi, Kashmiri started from 15th July, 2020

Indian Registry for Internet Names and Numbers (IRINN) in India that provides allocation and registration services of IP addresses and AS numbers, and contributes to the society by providing Internet-related information as a non-profit, affiliation-based organization, and performing research, education and enlightenment activities. IRNN is a division functioning under NIXI and provides allocation and registration services of Internet Protocol addresses (IPv4 & IPv6) and Autonomous System numbers to its Affiliates. It is a not-for-profit, Affiliates based entity, with the primary goal of allocation of Internet resources to its Affiliates.

Website – www.irinn.in

II. SCOPE OF WORK

Sr. No	Location	Total area
1.	9th Floor, b-wing Statesman House, Barakhambha Road New Delhi	5840 sq. ft.
Total area		5840 SQ FT

Scope & Specification of the Work: - Housekeeping services

The House keeping services cover the entire cleaning and upkeep of office premises. The scope of work in detail includes: -

- Sweeping, cleaning and mopping of covered and uncovered area under control of National internet Exchange of India at New Delhi.
- Cleaning, sweeping & mopping of floors of all office conference room /equipment room/Kitchen /lobby /corridors/toilets/bathrooms /wash basin etc to be done daily and should be cleaned by 08:30 A.M and as & when required upto 19:00 hrs.
- Kitchen/corridors / lobby / toilets / bathrooms /washbasin etc. are to be cleaned in duration two hours with phenyl & detergent etc.
- Daily removing of wastage/garbage etc. and dumping it at the place earmarked by the local body for the purpose from all the rooms/halls/kitchen/ staircases /store/ roof/ Corridors/ Lobby/toilets etc.
- Daily cleaning of chairs/tables/almirahs/computers/printers/fax machines/telephones etc available on each seat.
- Cleaning and warding of kitchen /toilets / urinals / shaft and taking proper care to avoid blocking of sewer system upto the delivery point to the public system.
- Cleaning/dusting of windows, Glass Doors and Glass partitions, ventilators, doors, partitions, walls, attachment & fixtures like fans, tubes, fire extinguishers, wall clock etc. of all the offices/store room/equipment room/conference room/kitchen/ lobby /corridors/ bathrooms /stair case etc

III. 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 3 Years.	Photocopy of Certificate of incorporation		
2	The Bidder should have served at least 5 organizations of repute and have relevant experience .	Photocopies of proof		
3	The Bidder should have a minimum average annual turnover of Rs. 50 lakhs during the last financial years from 2018-19 to 2020-2021 This must be 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 (2018-19, 2019-20, 2020-21*) with adequate section duly marked & tagged. *Unaudited financial statements with Self-Declaration on company letterhead for year 2020-21 is also acceptable.		
		2018-19	2019-20	2020-21
4	Turnover declaration in INR			
5	The bidder has never have been blacklisted/barred/disqualified by any regulator/statutory body or any PSU or any Company/State Government/Central Government	Self-Declaration/ Declaration. If found blacklisted at the latest stage, he/they will removed from panel forthwith.		
6	The bidder should have PAN & GSTIN	Self-Declaration with addresses Self-Declaration Copies		

Note: Please enclose the proof in support of the above (except Self-Declaration), failing which the NIQ will not be considered and summarily rejected.

IV. EARNEST MONEY DEPOSIT (EMD)

Due to the Pandemic conditions prevailing in the country, there is slowdown in economy. Therefore, Ministry of Finance vide their **OM No F. 9/4/2020-PPD dated 12-11-2020** has decided that no provision regarding Bid Security should be kept in Bid Documents in future and only provision of “**Bid Security Declaration**” should be kept in the Bid Documents, which is placed at Annexure II.

V. SIGNING OF AN AGREEMENT

The agreement to be signed will cover the general conditions of the contract and scope of operations/ arrangements, which is binding of the part of both parties The agreement will be signed by both the parties on the stamp of paper of Rs 100/-

VI. PAYMENT TERMS

- The payment will be made on completion of the work as per approved rates for the work done satisfactory completion of work and no advance payment in this regard will be entertained.
- The tax invoice to be submitted in the name of NIXI in duplicate mentioning Agency's and NIXI's GST along with along with PAN and RTGS details.

VII. PENALTY CLAUSE

- Absence of partial or full work on per day basis will attract a penalty of 5% of the monthly charges per day.
- If the work is not carried out for 5 working days continuously NIXI may replace the contract at the cost of existing contractor.
- During the days of non-working NIXI will be at liberty of getting the work from an external agency (other than the present contractor).
- The contractor will deposit a bank guarantee of Rs. 50,000. It would be released post contract completion. Validity of PBG will be 15 months.

VIII. FORCE MAJEURE

1. Definition:

For the purposes of this Contract, “**Force Majeure**” means an event, which is beyond the reasonable control of a Party. It is neither foreseeable nor unavoidable, which has:

- a) Not brought about by or at the instance of the Party claiming to be affected by such events.

- b) Caused the non-performance or delay in performance.
- c) Makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance.
- d) Not involved the contractor's fault or negligence, either in its sovereign or contractual capacity.

2.Force Majeure shall include Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes including war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action.

3.Notwithstanding the provisions of clauses contained in this RFS document; the contractor shall not be liable to forfeit:

- (a) Security deposit for delay and
- (b) Termination of contract; if he is unable to fulfil his obligation under this contract due to Force Majeure conditions.

4.Whether a "Force majeure" situation exists or not, shall be decided by NIXI and its decision shall be final and binding on the contractor and all other concerned.

5.The party will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, the agreement will be terminated provided that it is not caused by the negligence or intentional action of a Party or by or of such Party's employee.

6.No breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.Measures to be taken:

The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.The party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

9.Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NIXI, shall either: i. Demobilize; or ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

11. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause XII.

IX. INTEGRITY PACT

Of late, it has been realized the importance of Integrity Pact. as the vigilance tool in controlling corruption in public contracting and procurement. Therefore, they have issued the instructions to all public offices to insist the party for signing of Integrity pack, which will also be counter signed by the purchaser/buyer. The Integrity Pact will be signed after the award of work.

On May 18, 2009, Government issued Standard Operating Procedure spelling out all the details. The copy of the Integrity Pact is placed at Annexure IV. which shall be signed and stamped by the bidder as well as NIXI.

X. SETTLEMENT OF DISPUTES

NIXI has always believed that disputes arising shall be mutually resolved so as to maintain harmonious relationship with the party. However, in case of any dispute, which is not resolved shall be referred to arbitrator for the settlement who will be appointed by CEO, NIXI.

10.1 Amicable Settlement:

In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause GC 3.21.2 shall become applicable.

10.2 Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between NIXI and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.

- i. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- ii. The decision of the arbitrator(s) shall be final and binding upon both parties.
- iii. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NIXI and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself.
- iv. All arbitration awards shall be in writing and shall state the reasons for the award.

10.3 Jurisdiction of Courts etc.:

The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

- The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

- In case of dispute between the purchaser and bidder, the dispute may be resolved through arbitration process as per the Arbitration & Reconciliation Act 1996 with its seat at New Delhi.

XI. CHANGE MANAGEMENT

The selected agency shall give prior intimation at least two weeks before changing their workforce personnel's and other resources during the course of an on-going assignment. It is further added that an agency shall ensure that there is proper knowledge transfer as well as handing over of necessary resources to avoid any kind of dislocation of work.

XII. LIQUIDATED DAMAGES

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NIXI, shall be entitled at its option to enforce the following:

- a) To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful Bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful Bidder on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
- d) Whenever under this contract any sum of money is recoverable from and payable by the supplier, NIXI shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful Bidder in this or any other contracts. Should this sum be not sufficient to recover the full amount recoverable, the successful Bidder shall pay on demand to NIXI the balance amount. The supplier shall not be entitled to any gain on any such purchase.
- e) To extend the period of delivery with or without Liquidated Damages as may be considered fit and proper. The Liquidated Damages, if imposed, shall not be more than the agreed Liquidated Damages referred to in Clause XV (a) above, except in case of Force Majeure condition.
- f) To forfeit the Security Deposit/ PBG fully or in part.

XIII. LAST DATE FOR RESPONSE OF SUBMISSION OF BID

The bidding parties are advised to carefully go through each clause of NIQ before submitting their proposal in response to this NIQ Notice.

The last date for submission of receiving response is mentioned on cover page and Clause III. Any response received after the above deadline will be rejected.

All interested parties who can hand over the space in Data Centre at the above-designated locations shall submit their quote along with the feasibility by the above deadline positively at the following address:

National Internet Exchange of India(NIXI)
9th Floor, B-Wing, Statesman House,
148, Barakhamba Road,
New Delhi-110 001
Phone: +91-11-48202000
Email: nixi@nixi.in

In case of any query, you may contact **Shri Shahid Hashmi (Executive Cum Node Officer)** on **Phone Number +91-11-48202000** or through his e-mail: shahid@nixi.in, before the last date.

XIV. Basic Terms and Conditions

A. Service Provider Obligations

- ii. The Agency shall be principal employer for all the worker, laborer, out sourced persons and such persons shall not have any right to claim, any right of employment or contract with NIXI.
- iii. The Agency shall obtain prior permission from NIXI to work on holidays or on off officehours/ odd hours.

B. NIXI"s Obligations

- a. NIXI shall nominate the nodal officer who will coordinate.

NIXI will be sole owner of data/analysis/inferences/report as outcome of the research. Agency can use either part/full content of the report only after taking due approval from NIXI. (Authorized person)

C. Other Requirements

- a. The Agency shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from NIXI.

1) Work Order Cancellation

NIXI reserves its right to cancel the order in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to NIXI along: -

- Serious discrepancy observed during performance as per the scope of project.
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading or information submitted by the Bidder turns out to be incorrect and /or conceals or suppresses material information.

In case of order cancellation, any payments made by NIXI to the Agency would necessarily have to be returned to NIXI with interest @15% from the date of each such payment. Further, the bidder would also be required to compensate NIXI for any direct loss incurred by NIXI due to the cancellation of the contract and any additional expenditure to be incurred by NIXI to appoint any other Bidder.

Pre- Qualification Criteria

The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and **upload all the satisfactory documentary evidence in support, failing which their bid may be rejected:**

- i) Bidder shall be an Indian Company / firm in Delhi/NCR.
- ii) Bidder should have completed at least one similar work not having value less than Rs.1.00 lakh or two similar works not having value less than Rs. 50,000/- during the last one year in any reputed organizations.
- iii) Bidder should have valid GST Registration No.
- iv) The bidder must not have been blacklisted by any Central Govt. / Ministries & Departments and CPSEs in India during the last 3 years and at the time of submission of bid.

XV. General Terms & Conditions

A. General

1. All the scanned copies of the documents submitted must be attested by an authorized representative of the Agency with stamp of the Company.
2. Bidder, before submitting quotations, should clearly understand NIXI's requirements and in case any information/clarification is required, he /she may contact NIXI office during working days (Monday to Friday between 09.30 a.m to 5.30 p.m). It may be noted that no clarification/information, after closure of the last date of receipt of quotation, would be entertained.
3. No further discussion/ interface will be granted to Bidders whose bids have been disqualified. NIXI reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.
4. NIXI will not entertain any claim of any nature, whatsoever, including without limitations,
any claim seeking expenses in relation to the preparation of Bids or any other expenses till award of contract.
5. In respect of start-up firm / agency (as per Govt notification) eligibility criteria for Prior Turn over and Prior Experience will be considered for relaxation subject to meeting of quality and technical specifications as per notified Govt. guidelines.
6. All rates and amount shall be written both in figures and words without any cutting / over-writing and shall be indicated in Indian rupees only.
7. The rates (in rupees) quoted, should clearly specify the basic price and the GST etc.
8. The validity period for the NIQ will be 60 days from the date of opening of Bids.
9. The Bids shall be opened by NIXI on any date after the last date fixed for Bid receipt, as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
10. Bid evaluation shall be made on the basis of least evaluated cost and meeting requirements of NIXI.
11. NIXI does not bind itself just to accept the lowest financial bid and reserves the right to accept or reject any or all bids without assigning any reason and to accept the quotations in part and no in its entirety.

12. The Owner reserves the right, to accept any bid (not necessarily the bid having lowest bid prices) or to reject any or all bids or to cancel / withdraw the invitation to bid or to annul the bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
13. NIXI will evaluate and compare the bids based on the information asked in the quotations document vis- à-vis documents submitted by the bidder.
14. Arithmetical errors will be corrected on the following basis:
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - b. If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail. If the Bidder does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.
 - c. Sub-letting of contract is not allowed, after award of work order. If any such matter comes to NIXI notice, the contract will be cancelled and agency is liable to be banned from doing any business with NIXI.
 - d. NIXI can withdraw / terminate the contract at any time on account of any reason or in case the services are not found satisfactory with one month's notice.
 - e. The quotations submitted by bidders shall become the property of NIXI and NIXI shall have no obligation to return the same to the bidders.
 - f. Canvassing in connection with the bids including political/bureaucratic/commercial pressure (directly/indirectly) in any shape/way/form is strictly prohibited and bids submitted by such bidders who resort to canvassing shall be liable for rejection by NIXI without prejudice.
 - g. If a bidder deliberately/knowingly provides wrong / false information / credentials / documents in support, NIXI reserves the right to terminate/rescind the contract at any stage, if any, NIXI will take action as may be deemed fit.

15. The bidder must fulfil the above eligibility criteria conditions. Bidders not fulfilling the prequalification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
16. Each bidder shall submit only one bid. In case a bidder submits more than one bid, NIXI is liable to ignore / summarily reject all or any of such bids.
17. NIXI reserves the right to verify / confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.
18. The bid shall be deemed to have been submitted after careful study and examination of this document. The bid should be precise, complete and in the prescribed format as per the requirement of NIXI. Failing to furnish all information or submission of a bid not responsive to this NIQ will be at the Bidder's risk and may result in rejection of the bid.
19. The bidder's claiming to be MSME and / or MSME-SC/ST/Women and / or Start Ups and / or Domestically Manufactured Producer under Make in India initiatives etc., the relaxations and concessions as per Government of India notifications / instructions / guidelines issued from time to time and as adopted / allowed by NIXI are allowed to same subject to production of requisite documents / proofs etc.
20. If the quotation submission / opening day happens to be holiday for any reason, the same time and place on the next working day shall be considered as the quotations submission/opening day.
21. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to a criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Agency under the Contract.
22. The submission of quotation will not place this office under any obligation to empanel you and no expenses incurred by you in this regard will be reimbursed by NIXI Ltd.
23. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

24. Decision of Competent Authority, NIXI shall be final & binding on both the parties in respect of all matters of dispute arising out of this quotations and appointment of Arbitrator in case of any dispute not resolved amicably.

25. The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

26. Liquidated damages

The services to be provided by the Agency should be as per the requirement of NIXI. If there is repeated deficiency in terms of service by the service provider, NIXI shall record the same and shall exercise its right to terminate the contract and award the work to other empaneled agency and will be penalized.

27. Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the quotations) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate Non-Disclosure Agreement (NDA) with NIXI. The format of NDA will be provided by NIXI to the successful bidder along with the work order.

28. Intellectual Property Rights

All rights, title and interest of NIXI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NIXI and Agency shall not be entitled to use the same without the express prior written consent of NIXI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Agency or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Agency. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

29. Fraud Prevention

The bidder shall provide the certificate mentioning that they would adhere to the policy for prevention of frauds in **NIXI** and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. In case of failure to do so, the Company may debar them from current/future transactions.

B. OTHER CONDITIONS

The contractor shall employ worker after police verification. The contractor shall employ worker of decent character, sound health and general abilities to carry out such work.

- The worker employed shall wear/keep identity card provided by the contractor. The worker employed should be able to read instructions written in Hindi/English.
- NIXI reserves the right to bar worker, employed by the contractor from carryout the works, if there is doubt about his/her integrity, conduct and character, the decision of the NIXI in this regard shall be final.
- The workers for this work will not be working in the payrolls of NIXI , and NIXI will not be responsible for their monthly payment or other benefits.
- All statutory compliances like PF /Gratuity has to be taken care by the contractor itself and not by NIXI. Receipts of PF challans should be submitted along with Bills.
- Health & Accidental insurance for the workers may be provided by the contractors.

Note :

(i) Good quality of cleaning materials which is mentioned below i.e detergent, surf, harpic, phenyl/ phenyl balls/Air freshener /acids/ dusters / pocha/brooms/brush/polish, etc. shall be provided by the contractor himself in sufficient quantity in the 1st week of the month positively to ensure proper cleanliness in the offices.

(ii) The services of housekeeping should be continuously available as and when required from 8.00 Hrs to 19:00 Hrs barring lunch break.

S.NO	ITEMS - required in NIXI	QNTY
1	GARBAGE BAG –Small	5 kgs
2	GARBAGE BAG Big	5 kgs
3	COLIN (500 lit)	05 packets
4	HARPIC (1 lit)	8 PCs
5	LYZOL (2L)	03 BOTTLEs
6	DETTOL HAND WASH 1 litre	04 packets
7	ODONIL	16 PCs
8	CUBES (URINAL & SANITARY)	4 PACKETs
9	ROOM FRESHNER (750ltr.)	6 PCs
10	YELLOW DUSTER (best quality)	6 PC
11	WHITE DUSTER (Best Quality)	6 PC
12	FLOOR CLEANING CLOTH (big size best quality)	4 PC
13	Wiper (Big size)	1
14	Dust remover-wiper	1

XVI. SPECIAL CONDITIONS OF NIQ

1. The contractor shall assign the job of providing housekeeping service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties.
2. The contractor shall also ensure effective supervision of the House keeping services for efficient services in all the locations.
3. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House keeping services.
4. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
5. The contractor shall issue dress code all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to NIXI.

Financial / Price Bid

Schedule of Rates as per the Scope of Work

PARTICULARS	RATES QUOTED
COST OF COMPLETE WORK INCLUDING REQUIREMENT OF PROVIDING HOUSEKEEPING SERVICES	
GST AND OTHER TAXES	
GRAND TOTAL	

Notes:

- 1. Please see Clause II (Scope) for the details.**
- 2. All Prices should be inclusive of implementation and deployment. Any third-party product or services needed to make the solution operational should be provided at NO-COST by the bidder.**

ANNEXURE-II

BID SECURITY DECLARATION

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We, the undersigned, declare that: I/We understand that, according to your conditions, a Bid Securing Declaration must support bids.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am I/We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or**
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity**
 - (i) Fail or reuse to execute the contract, if required, or**
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.**

I/we understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) The receipt of your notification of the name of the successful Bidder; or**
- (ii) thirty days after the expiration of the validity of my/our Bid.**

Signed:

Name:

Capacity:

On behalf of (insert complete name of Bidder)

Dated on----- day of-----

(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and NIXI.)

National Internet Exchange of India (NIXI) hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for___.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chief Executive Officer, NIXI. -
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chief Executive Officer, NIXI. and recuse himself/herself from the case.
5. The Principle will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chief Executive Officer, NIXI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chief Executive Officer, NIXI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Executive Officer, NIXI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chief Executive Officer, NIXI.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e.

**9th Floor, B-Wing,
Statesman House, 148,
Barakhamba Road,
New Delhi-110 001 India**

- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Dated_____

Witness 1 :

Witness 1 :

(Name & Address)

Witness 2 :
(Name & Address)

(Name & Address)

Witness 2 :
(Name & Address)

UNDERTAKING

I/ we, hereby declare that the information furnished above is true, complete and correct to the best of my knowledge and belief.

I undertake the responsibility to inform you of any changes therein, immediately.

It is further declared that I/ we will provide the proofs if desired by NIXI, failing which our bid can be rejected.

I understand that in the event of my information being found false or incorrect at any stage, my/ our proposal shall be liable to cancellation / termination without notice or any compensation in lieu thereof.

SIGNATURES

**NAME OF AUTHORISED
PERSON**

NAME OF COMPANY

AFFIX SEAL OF COMPANY

CONFIDENTIALITY DECLARATION

I/We, the undersigned, do hereby declare and confirm that I am aware that I have been assigned to render certain services (the "Services") for the Office of the National Internet Exchange of India (NIXI) in connection with the Agreement, dated ____ 2017, between NIXI and me/ us _____ (Full name of the Contractor).

In connection therewith, I hereby undertake and agree as follows:

1. Certain Definitions

(a) "Confidential Information" means any data, documents, materials or other information disclosed to me in connection with the Services, in any form whatsoever, whether orally, visually, in writing or otherwise (including in computerized or electronic form).

(b) "Permitted Purpose" means the use of the Confidential Information to perform the Services.

2. The Contractor's Confidentiality Obligations

(a) I understand that the Contractor is subject to confidentiality obligations pursuant to the Contract.

(b) I have read and understand Clause XIX of tender document of NIXI, which will be strictly adhered to.

3. Undertakings

(a) I undertake to conduct myself and render services with a view to ensuring full compliance by the Contractor in view of the Clause XIX. In case of any doubt, I shall consult with NIXI or their nodal officer for their advice.

(b) I shall:

(i) use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as I use with my own similar information that I do not wish to disclose, publish or disseminate; and,

(ii) use the Confidential Information solely for the Permitted Purpose.

(c) Upon the request NIXI, or upon the termination or expiry of my/ our contract, I/ we shall immediately return NIXI all Confidential Information disclosed to me/ us or to which I/we had access during or as a result of the performance of the Services, together with all copies thereof. I/ we further undertake that no information (as per Clause XIX), or documents or stored in the memory shall be disclosed to anyone or misused in any way.

SIGNED: _____

Name: _____

Date:

Place:

ANNEXURE-VI

PERFORMANCE BANK GUARANTEE

Ref:

Date

Bank Guarantee NO.

To

National Internet Exchange of India (NIXI) 9th Floor, B-Wing,
Statesman House, 148
Barakhamba Road, New Delhi - 110001

1. Against contract vide Advance Acceptance of the Tender No. dated covering (hereinafter called the said "Contract") entered into between the National Internet Exchange of India (NIXI) (hereinafter called "the Purchaser") and ----- (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we Bank Ltd., are holding in trust in favour of the Purchaser, the amount of -----(write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that We bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or

disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date
Place

Signature

Witness

Printed name

(Bank's common seal)

ANNEXURE-VII**BIDDER PROFILE AND DETAILS OF BANK ACCOUNT FOR PAYMENT**

SL NO	PARTICULARS	TO BE FILLED BY THE BIDDER
1	NAME OF COMPANY	
2	ADDRESS, TELEPHONE & FAX	
3	AUTHORISED PERSON & MOBILE	
4	COMPANY REGISTRATION DETAILS	
5	AVERAGE TURNOVER OF LAST 3 YR	
6	IT RETURNS OF LAST THREE YEARS	
7	NAME OF BANK	
8	BRANCH ADDRESS OF BANK	
9	IFSC CODE	
10	MICR CODE	
11	ACCOUNT NUMBER	
12	TYPE OF ACCOUNT	
13	PAN DETAILS	
14	GST DETAILS	

I, hereby, declare that the details given above are true, correct and complete.

SIGNATURE OF BIDDER/ Authorized representative

