



National Internet Exchange of India

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## **NOTICE INVITING TENDER**

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|--|
| <p><b>PROPOSAL FOR SPACE AT DATA CENTRES<br/>(DCs) FOR UPCOMING INTERNET EXCHANGES<br/>OF NIXI</b></p> |
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## **CRUCIAL DATE SHEET**

| STAGES OF TENDER                           | PROPOSAL FOR SPACE AT<br>DATA CENTRES FOR<br>UPCOMING INTERNET<br>EXCHANGES OF NIXI |
|--|---|
| Bid Submission Start Date                  | 22-12-2022  |
| Last Date for bid<br>submission            | 06-01-2023 (3.00 P.M. at NIXI)  |
| Opening of Technical Bid<br>and evaluation | 06-01-2023 (3.30 P.M.)  |

### **Notes:**

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

## **TENDER AT A GLANCE**

|                               |   |
|-------------------------------|---|
| <b>TITLE OF TENDER</b>        | <b>PROPOSAL FOR SPACE AT DATA CENTRES FOR UPCOMING INTERNET EXCHANGES OF NIXI</b> |
| <b>NATURE OF TENDER</b>       | <b>PUBLIC</b>   |
| <b>SCOPE OF TENDER</b>        | <b>DOMESTIC</b>   |
| <b>MODE OF BIDDING</b>        | <b>TWO BID SYSTEM</b>   |
| <b>TYPES OF BID</b>           | <b>1) TECHNICAL BID<br/>2) FINANCIAL BID</b>                                      |
| <b>EVALUATION CRITERIA</b>    | <b>THE LOWEST BIDDER WILL BE CONSIDERED</b>                                       |
| <b>TENDER FEES</b>            | <b>Rs 5,000/-</b>   |
| <b>EARNEST MONEY DEPOSIT</b>  | <b>THE BIDDER HAS TO SIGN "BID SECURITY DECLARATION" IN LIEU OF EMD</b>           |
| <b>SECURITY DEPOSIT (SD)</b>  | <b>NIL</b>  |
| <b>FREIGHT &amp; HANDLING</b> | <b>NOT APPLICABLE</b>   |
| <b>DELIVERY LOCATIONS</b>     | <b>AS INDICATED IN TENDER</b>   |
| <b>VALIDITY OF TENDER</b>     | <b>90 DAYS FROM DATE OF OPENING OF TECHNICAL BID</b>                              |
| <b>DESCRIPTION</b>            | <b>NIXI/MM/NEW IXPs/DATA CENTRES/2022</b>   |

# **C O N T E N T S**

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## **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](http://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](http://www.registry.in)

**.IN Registry and Internationalized Domain Names (IDNs):** Since 2005, NIXI also manages the .IN Registry ([www.registry.in](http://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. IRINN 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](http://www.irinn.in)

## **II. SCOPE OF WORK**

### **Objective of Tender**

NIXI has planned huge infrastructure investment in setting up of new Internet Exchanges on Pan India basis. In order to make available uninterrupted, reliable and quality work in respect of connectivity the NIXI wishes to engage the companies, which can make available the space at Data Centres within the prescribed timeline.

NIXI has taken initiatives to connect the popular providers of such traffic to its major nodes. **NIXI** has over 20 such IX operational and plans to increase this to about 100 in the current year with deployments in most state capitals and select large districts to be closer to the end users to ease the technical and financial burden on connecting parties. The list of locations for the operational nodes is available at NIXI website.

### **Selection of the Data Centre**

The modalities to identify the vendors, the foremost criteria will be the best rates offered by them and nevertheless providing the necessary facilities and infrastructure. The bidder has to focus on the capacity to provide the same keeping in view the resources he possesses.

### **Locations & Schedule**

It is informed that since this is the prestigious project aligned with the vision of Government of India, the commissioning of these exchanges have to be completed in the time bound manner. After the successful completion of new exchanges in December, 2021, NIXI has identified the following locations for setting up of Internet Exchanges for the first phase of the Financial Year 2021-2022

### **LIST OF THE LOCATIONS WHERE DATA CENTRES ARE REQUIRED BY NIXI**

| <b>S NO.</b> | <b>CITY</b>             | <b>STATE</b> | <b>RACK SPACE</b> |
|--------------|-------------------------|--------------|-------------------|
| <b>1</b>     | <b>PUNE</b>             | <b>MH</b>    | <b>HALF</b>       |
| <b>2</b>     | <b>PIMPRI-CHINCHWAD</b> | <b>MH</b>    | <b>HALF</b>       |
| <b>3</b>     | <b>BENGALURU</b>        | <b>KA</b>    | <b>HALF</b>       |
| <b>4</b>     | <b>HYDERABAD</b>        | <b>TL</b>    | <b>HALF</b>       |
| <b>5</b>     | <b>VASAI</b>            | <b>MH</b>    | <b>HALF</b>       |
| <b>6</b>     | <b>AURANGABAD</b>       | <b>MH</b>    | <b>HALF</b>       |
| <b>7</b>     | <b>PURI</b>             | <b>OD</b>    | <b>HALF</b>       |
| <b>8</b>     | <b>BELGAUM</b>          | <b>KA</b>    | <b>HALF</b>       |
| <b>9</b>     | <b>THANE</b>            | <b>MH</b>    | <b>HALF</b>       |

## **IMPORTANT**

**All such parties will be given preference who can provide the facility of Data Centre along with the P2P Connectivity from the nearest large exchanges having high concentration of traffic. It is relevant to mention here that the exact sites are not yet decided, which will depend on the infrastructure and other facilities.**

### **III. BIDDING SYSTEM**

1. Bids will be submitted in hard copies at NIXI office Delhi. There is no electronic or digital submission is allowed.
2. The bid should be submitted in two parts. Part-I (Envelope A) is Technical Bid and Part-II (Envelope B) will be Financial/Commercial bid.
3. Technical bid will contain all the documents/compliance asked in General Term of conditions along with Technical Compliance, which is to be enclosed in Envelope A. Please do not put Financial Bid/Commercial bid in Technical bid/ Envelope A this would lead to summary rejection of the bid. The Financial Bid has to be enclosed in Envelope B.
4. Financial/Commercial bid will contain schedule of prices as per the Financial/Commercial Bid format.
5. Both Technical and Financial/Commercial bid should be kept in separate envelope and this envelopes should be kept in on large envelope. All the envelopes should be properly sealed.
6. Each page of the tender bid should be signed and sealed by authorized signatory.
7. No bid will be accepted post the last date and time mentioned in the tender document. However, NIXI reserves the right to extend the date and time of bid submission.

#### **3.1 Schedule table**

| <b>STAGES OF TENDER</b>                        | <b>PROPOSAL FOR SPACE AT DATA CENTRES FOR UPCOMING INTERNET EXCHANGES OF NIXI</b> |
|--|---|
| <b>Bid Submission Start Date</b>               | <b>22-12-2022</b>   |
| <b>Last Date for bid submission</b>            | <b>06-01-2023 (3.00 P.M. at NIXI)</b>   |
| <b>Opening of Technical Bid and evaluation</b> | <b>06-01-2023 (3.30 P.M.)</b>   |

### **3.2 Assistance to bidders**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the following email id [soumen@nixi.in](mailto:soumen@nixi.in).

### **3.3 Bid Evaluation Criteria**

- a. Tender committee will first evaluate the Technical bid. They can seek any clarification/documents/confirmation, should they need the same for further clarity.
- b. Financial/Commercial bids of those Bidders whose Pre-Qualification & Technical bids are found suitable by the committee, will be opened.
- c. Contract will be awarded to L1 bidder, which will arrive at as per Financial/Commercial Bid format inclusive of taxes.

### **3.4 Bid Validity**

- I. All the bids (Technical and Financial) will be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. This can be extended if so required with the approval of the Competent Authority.
- II. In exceptional circumstances, prior to expiry of the original time limit, the NIXI may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing/Email. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

### **3.5 Modification / Substitution/ Withdrawal of bids**

- I. No Bid shall be modified, substituted, or withdrawn by the Bidder after the bids due date.
- II. Any alteration/ modification in the bid or additional information supplied subsequent to the bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **3.6 Rejection of the Bid:**

The bid submitted shall become invalid if: -

- I. The bidder is found ineligible.
- II. The bidder does not provide all the documents as stipulated in the bid document.

### **3.7 Right to reject or scrap the process**

The NIXI reserves the right to accept or reject any Tender, and to scrap/ cancel the Tender process and reject all Tenders, in full or part, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### **3.8 Evaluation of Bids**

- a. The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated will result in a bid liable for disqualification at technical evaluation stage.
- b. Bids determined to be substantially responsive will be checked by NIXI for any arithmetical errors in computation and summation. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.
- c. NIXI shall evaluate the financial bids of eligible bidders to determine the L-1 bidder on the basis of lowest total cost of support services for all items in the financial/price bid form

### **3.9 General Instructions for Bidding process**

Bids should be completed in all respects, must be submitted on or before the last date specified in the schedule of events.

The NIXI may, at its own discretion, extend the last date for submission of tenders.

All the bids are valid for a period of 90 days from the last date of submission of the tender for execution of Contract. It may be extendable.

The bid submitted shall become invalid if: -

- i) The bidder is found ineligible.
- ii) The bidder does not provide all the documents as stipulated in the bid document.
- iii) The bidder has knowingly concealed & misrepresented the facts for shortlisting.

### **3.10 Tender Fees**

The tender fees shall be Rs 5,000/- (Five Thousand), which shall be enclosed in shape of Demand Draft. In case the same is deposited through NEFT, its proof shall be enclosed. The NEFT details, in which the Tender Fees is to be deposited are as under:

**A/c Name:- National Internet Exchange of India**

**A/c No. - 629405034094**

**IFSC- ICIC0006294**

**Branch: Nehru Place, New Delhi-110019.**

## **IV. DATA CENTRE (DC) SPECIFICATIONS**

A Data Centre is a facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices. Large Data Centres are industrial scale operations using as much electricity as a small town and other valuable resources, and therefore NIXI has to ensure that the commissioning and maintenance do not face cost overrun and time overrun.

- **Require AC Power Supply with the backup**
- **24\*7 accessibility with remote support**
- **DC uptime 99.9%**



NIXI is, therefore, very particular about the specifications of the Data Centres keeping in view its purpose, expected services, customer/ business acquisition etc, which are briefed below:

## **1. Purpose**

1.1 The purpose of this tender is to define the terms under which DC will provide Co-location service as below:

- a) Dedicated space within a locked cabinet or rack within Data Centre to house Customer-owned Servers and software as may be installed and identified within this Agreement, hereinafter Customer's Server
- b) Physical access to Customer's Server by the specified authorities during business hours and
- c) A connection of the Customer's Server to the Intranet/Internet using DC's network connections.

1.2 Customer may apply for 24/7 access to the Customer's Server through the network.

**2. Quality of Service:** DC shall endeavour to provide reliable Co-Location Service to the Customer.

**3. Effectiveness, Term and Renewal:** This agreement shall become effective when signed by a duly authorized officer of DC. This Customer Agreement shall remain in effect until the services provided herein are terminated, changed or cancelled allowed by the terms and conditions.

## **4. Brief Operational Profile of NIXI:**

4.1 NIXI will provide the services to its customers which are related with NIXI's operations.:

4.2 NIXI will extend the services of exchange of traffic from its internet exchange.

4.3 All services provided by DC under this Agreement extend to the NIXI only, and do not extend to any other person, corporation or entity; regardless of their relationship with Customer and under no circumstances will DC be obliged support third parties.

4.4 Customer and all other third parties accessing or using NIXI Server shall abide by all of the rules, regulations and policies of DC as well as other networks and computer systems accessed via the NIXI server, whether operated by DC, its suppliers or others. If the NIXI is unsure of those policies, it is the NIXI responsibility to ascertain said policies. NIXI agrees to indemnify and hold DC harmless from any claims resulting from the NIXI use of the service that damage either the NIXI or another party or parties. Customer shall pay all damages and reasonable attorney fees arising as a result of Customer's use or misuse of any rights granted herein.

4.5 DC is responsible for any damage or crash to the NIXI equipment.

4.6 DC is responsible for stolen data, crash due to violation of security.

4.7 Though the NIXI takes all precautionary measures at their end but it is the responsibility of the DC as well to ensure that the exchange is secured against abuse from the Internet.

**4.8** Any violation of any prevailing Laws, Acts, Rules or any misuse of collocation services would be sole responsibility, accountability and liability of the DC. NIXI would have no responsibility, accountability and liability of any kind whatsoever with regard to violation of any Laws, Acts, Rules or any misuse of collocation services by the customer.

## **5. Responsibilities of Data Centres for Equipment, Applications and Data**

**5.1** They are totally responsible for the ongoing stability and the operation of the NIXI application and server/ equipment.

As indicated in the previous clause, NIXI is in need of setting up would require the rack space for setting up an Internet Exchange at the existing Data Centres at the designated locations mentioned above. The basic facilities, as mentioned below must be provided as core requirements:

### **Infra-structural Requirements:**

- 1. Half or Full Rack space, as specified**
- 2. Power subsystems,**
- 3. Firefighting System**
- 4. Physical Security & Surveillance**
- 5. Ventilation**
- 6. Cooling systems (20-24° C)**
- 7. Lightening**
- 8. Visibility**
- 9. Humidity Control (Relative Humidity-below 60%)**
- 10. Locational Advantages**
- 11. Modularity**
- 12. Floor & Aisles**

### **Technical Requirements:**

- 1. 1/2 Rack space**
- 2. 3kva power**
- 3. 24/7 manned facility**
- 4. Connections to External Networks**
- 5. Network Redundancy**
- 6. Scalability**
- 7. Disaster Recovery Plan**
- 8. Support & Monitoring**
- 9. Data Security**
- 10. Access & Connectivity**
- 11. Structured Cabling**
- 12. Emergency Preparedness and Response**

## **V. 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.

## **VI. ELIGIBILITY CRITERIA**

| <b>Sr. No.</b> | <b>Minimum Eligibility Criteria</b>  | <b>Supporting Document</b>  |         |         |
|----------------|--|---|---------|---------|
| 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 be in business of operating Data Centre/s.   | Copy of MOU or An Authority   |         |         |
| 3              | All Data Centres should have at least five ISPs attached with their Data Centres..   | Self-declaration mentioning the names of ISPs   |         |         |
| 4              | The Bidder should have PAN & GSTIN   | Self-Certified Copies   |         |         |
| 5              | The Bidder should have a minimum average annual turnover of Rs. 2.0 crore during the last financial years from 2018-19 to 2020-2021<br>(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.<br>*Unaudited financial statements with Self-Declaration on company letterhead for year 2020-21 also acceptable. |         |         |
|                |  | 2018-19   | 2019-20 | 2020-21 |
| 6              | Turnover declaration in INR  |   |         |         |
| 7              | 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.   |         |         |
| 8              | The bidder must be SOC1/ SOC2 compliant company  | Relevant Proof  |         |         |
| 9              | The bidder must be an ISO Certified (9001 & 27001) company   | Relevant Proof  |         |         |
| 10             | The Bidder can bid for one or more Data Centres operated by them   | Relevant Proof  |         |         |

**Note:** Please enclose the proof in support of the above failing, which the tender will not be considered and summarily rejected.

## **VII. SIGNING OF AN AGREEMENT**

The agreement to be signed will cover the general conditions of the contact 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/-

## **VIII. PAYMENT TERMS**

- a) For one time charges will be paid immediately after the agreement.
- b) For recurring charges, it is informed that the quarterly charges will be paid to Data Centre at the end of each quarter after receiving the invoice.

## **IX. 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.

## **X. 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.

## **XI. 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.

### **11.1 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.

### **11.2 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.

### **11.3 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.

## **XII. 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.

## **XIII. 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.

#### **XIV. LAST DATE FOR RESPONSE OF SUBMISSION OF BID**

The bidding parties are advised to carefully go through each clause of tender before submitting their proposal in response to this tender 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](mailto:nixi@nixi.in)**

In case of any query, you may contact **Shri Soumen Bhowmik – Assistant Manager (Technical)** on **Phone Number +91-11-48202000** or through his e-mail, [soumen@nixi.in](mailto:soumen@nixi.in) before the last date.

#### **XV. DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID**

a. The bidder shall ensure that the documents to be submitted as per the tender document must be enclosed.

| SL. NO. | P A R T I C U L A R S  | ENCLOSED |    |
|---------|--|----------|----|
|         |  | YES      | NO |
| 1       | PROOF OF COMPANY RESGISTERED                                 |          |    |
| 2       | PROOF OF BEING IN THE BUSINESS OF DATA CENTRE                |          |    |
| 3       | PROOF OF HAVING AT LEAST 10 ISPs                             |          |    |
| 4       | PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS (2.0 CRORES) |          |    |
| 5       | PROOF OF SOC 1 & SOC 2 COMPLAINT COMPANY                     |          |    |
| 6       | PROOF OF ISO CERTIFICATION (27001, 9001 ETC.)                |          |    |
| 7       | PROOF OF MSME/SC/ST/WOMEN ENTREPRENEUR                       |          |    |



|    |   |  |  |
|----|---|--|--|
| 8  | PHOTOCOPY OF PAN/ AADHAR CARDS  |  |  |
| 9  | PROOF OF TENDER FEES  |  |  |
| 10 | SUBMISSION OF PRE-BID DECLARATION   |  |  |
| 11 | SUBMISSION OF INTEGRITY PACT  |  |  |
| 12 | SUBMISSION OF CONFIDENTIALITY DECLARATION   |  |  |
| 13 | SUBMISSION OF BANK DETAILS  |  |  |
| 14 | SUBMISSION OF UNDERTAKING THE INFORMATION SUBMITTED BY THEM IS TRUE, CORRECT & COMPLETE |  |  |
| 15 | SUBMISSION OF DECLARATION OF NON-BLACKLISTING   |  |  |
| 16 | SIGNED PHOTOCOPY OF THE TENDER  |  |  |
| 17 | CANCELLED CHEQUE FOR E - PAYMENTS   |  |  |
| 18 | SUBMISSION OF TECHNICAL BID [ENVELOPE 'A' (PART I)]                                     |  |  |
| 19 | SUBMISSION OF PRICE BID [ENVELOPE 'B' (PART II)]  |  |  |
| 20 | DULY SIGNED CHECK LIST  |  |  |
| 21 | ANY OTHER DOCUMENT/S BEING SUBMITTED (PLEASE SPECIFY)                                   |  |  |

- b. He should sign all pages of the tender document. In case the desired document/s are not enclosed with the proposal will be rejected.
- c. The bidder shall carefully go through the tender document and ensure that all document and ensure that all documents are enclosed otherwise their bid will be rejected.
- d. The documents enclosed shall be listed in the prescribed format of checklist (Annexure VIII).

## **XVI. GENERAL CONDITIONS OF TENDER**

Following are the general terms & conditions are for this tender. The bidder should provide necessary documentary evidence of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

1. The Bidder should be public or private limited company registered / incorporated under The Companies Act, 1956.
2. The bidder should have not blacklisted by any Government (Central/State) Department/Undertaking or PSU. A declaration of Non-Blacklisting will be submitted by bidder.
3. The bidder should have TAC (Technical Assistance Centre) or Call Centre for all level of support for 24X7 support.

4. Bids should be submitted in physical form in sealed envelope at NIXI office as explained in "Bidding System".
5. NIXI can reject any bid any time without giving any reasons.
6. Any Political/bureaucratic/commercial pressure (directly/indirectly) will amount to disqualification of bid.
7. Court jurisdiction will be Delhi/NCR in case dispute required to be settled in Court.
8. The bidder shall have excellent experience in execution of work as described in Clause II & Clause V.

## **XVII. SPECIAL CONDITIONS OF TENDER**

### **a) Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar *products*, systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, *even* if the contract has already been concluded.

### **b) Validity of Tender**

1. The contract shall remain in force for three months (90 days) from date of issue of tender.
2. A purchase order may be placed up to the last day of the currency of the rate contract. Delivery date in the purchase order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular purchase order.

### **c) Confidentiality Clause**

Each party hereby acknowledges that it may be exposed to the other party's and its affiliates' "Confidential Information," which shall include any confidential or proprietary information of a party that is disclosed in any manner and in any media to the other party in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the

confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of non-public information. The parties have adhered this provision that 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) will neither be disclosed or misused.

**d) Rights of NIXI**

1. NIXI reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
2. NIXI reserves the right to award the tender to more than one bidder.
3. NIXI reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
4. NIXI reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
5. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted.

**e) Subletting**

In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice. NIXI reserves the right to terminate this order at any point of time with 15 days' prior intimation to the contractor.

**f) Permits, Taxes and other duties:**

The leasee shall obtain necessary permits, sanctions etc. and pay all necessary taxes and duties in delivering services. NIXI is not responsible for the same.

**g) Penalties**

If the successful tenderer will not hand over with in the stipulated time as indicated in the PO, the penalty of 0.5% will be imposed per day, which will not be more than 10%.

#### **h) Security**

a) Physical access to the Data Centre is managed by their management. Access is restricted to authorized personnel and those escorted by authorized personnel. Authorized personnel who are not staff of NIXI are required to sign in each time they enter the Data Centre and the time spent in the centre is tracked.

b) Access to the Server Farm, Electrical room, BMS room, NOC and staging area is restricted and limited to the permission available from NIXI.

c) In case NIXI network resources are shared following issues are to be taken into consideration: -

I. Patch Level and Security Scan: LD will be responsible for maintaining patch levels on their applications in a way that ensures network security. A security scan is required for co-located servers before they are activated. Periodic scans after activation will occur to ensure that the machine's security level meets network security team expectations.

II. Network Security: NIXI will provide protection of Line Department's resources at all levels of data classification. Firewalls are implemented as necessary for secure data transmission. Intrusion detection is implemented to examine traffic by matching signatures of known malicious activity and restricts malicious traffic.

#### **i) Service Disruption:**

There shall be strict monitoring by the data centre authorities so that the services of the exchange shall not hampered. If the data centre authorities will notice that there is some disruption and further monitoring system notifies that a system is not functioning, the prompt action should be taken. NIXI will respond to the incident monitoring and reporting services.

c) Restore time: Data centre authorities will restore services within the target resolution times set in the incident Management Severity Level Response chart at the stipulated rates.

d) Escalation: Service disruptions will escalate to the next higher severity as the target resolution time for the current severity level is exceeded or is expected to exceed resolution time.

#### **j) Service Continuity:**

Continuity ensures that in case of catastrophic failure, the services can be restored within an agreed upon period. Disaster Recovery (DR) services are excluded in this agreement, although can be added at a later stage.

k) **Service Modifications:**

The data centre authorities may from time to time modify Co-location service by adding; deleting or modifying its features and the subscriber agrees and undertakes to be bound by such modification until the expiry of the minimum contract period. However, after the expiry of the minimum Contract period the subscriber at its option continues or terminates this agreement at its option.

m) **Contract Period & Termination**

The arrangement shall come into effect from the date of formal agreement and shall remain in force for a minimum Contract period of one year. Thereafter, the Agreement shall stand renewed automatically for a further period of one year. After completion of above two years, the contract shall be renewed further with express written consent of both the parties for the specific period mentioned therein.

The customer shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period. In that case, Data Centre shall repay him or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the customer's liability for rental ceases.

Data Centre shall be entitled to discontinue the service forthwith without any prior notice to the customer if he makes or allows any unauthorized / illegal use of Co-location service.

n) **Indemnity**

Subscriber will be responsible and liable for and will indemnify the NIXI. The provision of the Service to the Subscriber including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights and any breach or non-observance of any term of this Contract by the Subscriber.

o) **Severability:**

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly gives effect to the original intent of the unenforceable provision.

p) General:

- 1) The party shall intimate the contact details of customer care executive (along with alternative contact details) assign to NIXI. NIXI complaints shall be attended on 24x7x365 basis.
- 2) The party shall nominate executive to monitor and review the performance on day to day basis. The following officer from NIXI shall co-ordinate:

**Shri Soumen Bhowmik: Assistant Manager (Technical)**

**Phone Number: +91-11-48202000**

**E-mail:** [soumen@nixi.in](mailto:soumen@nixi.in)

**XXXXXXXXXXXXXXXXXXXX**

## ANNEXURE-I

### Financial / Price Bid Schedule of Rates as per the Scope of Work

| S.NO | CITY             | STATE | PAYMENT (Excluding Tax) |           |       |
|------|------------------|-------|-------------------------|-----------|-------|
|      |                  |       | OTC                     | RECURRING | TOTAL |
| 1    | PUNE             | MH    |                         |           |       |
| 2    | PIMPRI-CHINCHWAD | MH    |                         |           |       |
| 3    | BENGALURU        | KA    |                         |           |       |
| 4    | HYDERABAD        | TL    |                         |           |       |
| 5    | VASAI            | MH    |                         |           |       |
| 6    | AURANGABAD       | MH    |                         |           |       |
| 7    | PURI             | OD    |                         |           |       |
| 8    | BELGAUM          | KA    |                         |           |       |
| 9    | THANE            | MH    |                         |           |       |

#### 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)  
Bidder/Contractor)

(For & on behalf of

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Dated\_\_\_\_

Witness 1 :  
(Name & Address)

---

---

Witness 2 :  
(Name & Address)

---

---

Witness 1 :  
(Name &Address)

---

---

Witness 2 :  
(Name &Address)

---

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## **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 forebear 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**

| <b>SL<br/>NO</b> | <b>P A R T I C U L A R S</b>              | <b>TO BE FILLED BY THE<br/>BIDDER</b> |
|------------------|---|---------------------------------------|
| <b>1</b>         | <b>NAME OF COMPANY</b>                    |                                       |
| <b>2</b>         | <b>ADDRESS, TELEPHONE &amp;<br/>FAX</b>   |                                       |
| <b>3</b>         | <b>AUTHORISED PERSON &amp;<br/>MOBILE</b> |                                       |
| <b>4</b>         | <b>COMPANY REGISTRATION<br/>DETAILS</b>   |                                       |
| <b>5</b>         | <b>AVERAGE TURNOVER OF<br/>LAST 3 YR</b>  |                                       |
| <b>6</b>         | <b>IT RETURNS OF LAST THREE<br/>YEARS</b> |                                       |
| <b>7</b>         | <b>NAME OF BANK</b>                       |                                       |
| <b>8</b>         | <b>BRANCH ADDRESS OF BANK</b>             |                                       |
| <b>9</b>         | <b>IFSC CODE</b>                          |                                       |
| <b>10</b>        | <b>MICR CODE</b>                          |                                       |
| <b>11</b>        | <b>ACCOUNT NUMBER</b>                     |                                       |
| <b>12</b>        | <b>TYPE OF ACCOUNT</b>                    |                                       |
| <b>13</b>        | <b>PAN DETAILS</b>                        |                                       |
| <b>14</b>        | <b>GST DETAILS</b>                        |                                       |

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

**SIGNATURE OF BIDDER/ Authorized representative**

**ANNEXURE- VIII****CHECK LIST**

| SL.<br>NO. | P A R T I C U L A R S   | ENCLOSED |    |
|------------|---|----------|----|
|            |   | YES      | NO |
| 1          | PROOF OF COMPANY RESGISTERED  |          |    |
| 2          | PROOF OF BEING IN THE BUSINESS OF DATA CENTRE   |          |    |
| 3          | PROOF OF HAVING AT LEAST 10 ISPs  |          |    |
| 4          | PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS (2.0 CRORES)                            |          |    |
| 5          | PROOF OF SOC 1 & SOC 2 COMPLAINT COMPANY  |          |    |
| 6          | PROOF OF ISO CERTIFICATION (27001, 9001 ETC.)   |          |    |
| 7          | PROOF OF MSME/SC/ST/WOMEN ENTERPRENEUR  |          |    |
| 8          | PHOTOCOPY OF PAN/ AADHAR CARDS  |          |    |
| 9          | PROOF OF TENDER FEES  |          |    |
| 10         | SUBMISSION OF PRE-BID DECLARATION   |          |    |
| 11         | SUBMISSION OF INTEGRITY PACT  |          |    |
| 12         | SUBMISSION OF CONFIDENTIALITY DECLARATION   |          |    |
| 13         | SUBMISSION OF BANK DETAILS  |          |    |
| 14         | SUBMISSION OF UNDERTAKING THE INFORMATION SUBMITTED BY THEM IS TRUE, CORRECT & COMPLETE |          |    |
| 15         | SUBMISSION OF DECLARATION OF NON-BLACKLISTING   |          |    |
| 16         | SIGNED PHOTOCOPY OF THE TENDER  |          |    |
| 17         | CANCELLED CHEQUE FOR E - PAYMENTS   |          |    |
| 18         | SUBMISSION OF TECHNICAL BID [ENVELOPE 'A' (PART I)]                                     |          |    |
| 19         | SUBMISSION OF PRICE BID [ENVELOPE 'B' (PART II)]  |          |    |
| 20         | DULY SIGNED CHECK LIST  |          |    |
| 21         | ANY OTHER DOCUMENT/S BEING SUBMITTED (PLEASE SPECIFY)                                   |          |    |

**Note: Please tick (✓) in the right column**

**Please remember that the above list is illustrative and not exhaustive. The bidder shall therefore do through the tender very carefully to ensure all required papers in support are enclosed otherwise the bid will be rejected.**