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## **NOTICE INVITING TENDER**

**POINT TO POINT CONNECTIVITY DARK  
FIBER OF UPCOMING INTERNET  
EXCHANGES OF NIXI**

## **CRUCIAL DATE SHEET**

<b>STAGES OF TENDER</b>	<b>POINT TO POINT DARK FIBER CONNECTIVITY OF UPCOMING INTERNET EXCHANGES OF NIXI</b>
<b>Bid Submission Start Date</b>	<b>27-01-2023</b>
<b>Last Date for bid submission</b>	<b>07-02-2023 (3.00 P.M.)</b>
<b>Opening of Technical Bid and evaluation</b>	<b>07-02-2023 (3.30 P.M.)</b>

**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>POINT TO POINT DARK FIBER CONNECTIVITY OF 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 2) FINANCIAL BID</b>
<b>EVALUATION CRITERIA</b>	<b>THE LOWEST BIDDER WILL BE CONSIDERED</b>
<b>TENDER FEES</b>	<b>Rs 2,000/-</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>SECURITY DEPOSIT @ 6%</b>
<b>FREIGHT &amp; HANDLING</b>	<b>NOT APPLICABLE</b>
<b>DELIVERY LOCATIONS</b>	<b>ALL INDIA</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/P2P CONNECTIVITY/2021</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. 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](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 deliver within the prescribed timeline.

Only those vendors shall submit the tender who are in a position to deliver the goods to meet the above requirement as per the schedule listed above.

### **Vendor Selection**

The modalities to identify the vendors, the foremost criteria will be the best rates offered by them and nevertheless the lead time taken between initiating the order and providing the connectivity. The bidder has to focus on the capacity to provide the same keeping in view the resources he possesses. As such, the criteria of selection will be based on the points scored on the following weightage:

**Financial Bid: 70%**  
**Completion Time: 30%**

It is expected that NIXI will project the demand on different scales, which will definitely attract price-discrimination by the bidders. It is, therefore, decided that the vendors shall give the net price after the due consideration. If the prices quoted by the vendors appear to be high, the NIXI can negotiate the prices to bring down the prices to the reasonable level.

The order will be placed to the vendor who has quoted the best price and taking least time for providing the connectivity. In case, the vendor fails to make available the right quality and right quantity at the right place in right time, then the NIXI has every right to pass on the order to some other vendor with a penalty on the original vendor (including blacklisting). It is, therefore, expected from the vendors that before making the commitments, they have to ensure the timely and speedy connectivity.

### **Locations & Schedule**

It is informed that since this is the prestigious project 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 next quarter (Jan, 22 to Mar, 22):

**SCOPE OF CONTRACT:**

1. NIXI intends to Lease-in single core or a Pair of the optical dark fibers on OFC route as per Table -1. The contract shall be for initial period of 1 years and shall be extended for further period on the same terms and conditions, if required by NIXI. Contract Start Date and period: Contract/ Commitment period will start from the issue of work order date (WO/PO).

Table-1

Sr. No.	Node 1	Node 2
1	Netmagic Noida	Ctrls Noida
2	CtrlS Noida	Sify Greenford Noida
3	Sify Greenford Noida	GK Delhi
4	GK Delhi	Netmagic Noida

2. It is expected to provide high availability ( $\geq 99.50\%$ ) of the fiber on Lease from the Bidder.
3. It should be complying to ITUT transmission standards G-652 or G-655 to achieve required transmission capabilities for NIXI.
4. Attenuation should be less than 0.30db per Km when checking with OTDR.
5. Bidder should maintain the fiber core with proper preventive operations and fault maintenance schedules throughout the term of the Leasing-in.
6. The bidder(s) shall design, operate and maintain the dark fiber network and auxiliary services for a period of 1 years from the date of UAT (User Acceptance Test) post successful handover of Dark fiber and acceptance testing.

**A) User Acceptance Test:**

- a. The Successful Bidder(s) shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct UAT.
- b. UAT shall be conducted route wise.
- c. The UAT shall primarily check for the compliance of Technical Specifications mentioned in the RFP and quality of work performed by Bidder.
- d. The Bidder(s) shall co-ordinate and carry any other required test as desired by purchaser.
- e. The Bidder(s) shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost.
- f. The Bidder(s) is required to rectify the shortcomings reported, if any, during the testing.
- g. The selected Bidder(s) shall make the required changes at no extra cost.

**B) Link Commissioning:**

- a. Final approval/ user acceptance of the route shall be given by NIXI after successful testing and receipt of documents. It is the responsibility of the Bidder(s) to submit test reports and obtain the UAT approval from the NIXI.
- b. On successful UAT of the respective links, the same shall be declared commissioned and GO-LIVE (i.e. declared as commissioned) shall be given for that particular link.
- c. The payment shall be released to the Bidder(s) from the date of Go-Live of the respective route. The bills for Dark Fibre charges shall be raised route wise.
- d. The route length shall be arrived through OTDR report for end-to-end.

**C) Maintenance:**

The maintenance duration of 1 years shall be counted from the Go-Live of the route. Letter(s) of Go-live of all the routes shall be issued by NIXI.

- a. Bidder(s) shall be responsible for providing maintenance services to the OFC cables, HDPE Duct, Splicing, LIUs, Chambers & related materials for 1 years from the date of "GO-LIVE" and shall be responsible to restore the fibre. The provided fibre should meet the specifications given in the EOI throughout the project period.

- b. In case it is not possible to maintain the fibre parameters within the limits specified in the RFP, the bidder may offer alternate fibre pair meeting the specifications provided in the RFP.
- c. All the manpower, material, spares, replacements and tools/equipment required to maintain the OFC shall be managed by the Bidder(s) without any extra charges.
- d. The penalty, as defined under SLA, shall be applicable for delay or failure to restore the link.
- e. The selected Bidder(s) shall expeditiously cause to repair the defective Cable, goods or parts thereof or replace the defective OFC, goods or parts thereof without any additional costs to the purchaser.
- f. Successful Bidder(s) shall provide the contact no. and e-mail ID on which the complaints are to be lodged. The SLA timelines shall start from the time of lodging the complaint on any of these contacts.

## **Part B) Roles & Responsibility of NIXI and Bidder:**

- 6.1 NIXI shall provide permission for extending OFC cable to the NIXI Node.
- 6.2 NIXI shall not be responsible for any loss/ damage to the "OFC" of the bidder due to power, theft, fire, any natural calamity etc.
- 6.3 The bidder shall be responsible for obtaining all rights/access permission for extension of OFC & maintenance of OFC at public places (along roads etc).
- 6.4 Coordination with local NIXI team for installation of Optical Fiber cable and actual commissioning of work shall be done by bidder.
- 6.5 The proposed OFC should have been laid underground, except at a few points where OFC has been damaged or being shifted due to ongoing developmental works, like construction of bridges, road, Rail etc. Such OFC should be put underground immediately after completion of developmental work.
- 6.6 The selected bidder(s) shall be required to carry out the survey for termination of at the designated location of NIXI.
- 6.7 The selected bidder(s) shall be required to extend the fiber connectivity to designated NIXI location from his/her existing fiber location, within the time line defined by NIXI.
- 6.8 No additional charges shall be paid/borne by NIXI for extension of OFC, if required NIXI premises, other than the fiber route charges as per financial bid.
- 6.9 The bidder shall be required to extend the fiber in the designated NIXI premises by following industry standards.
- 6.10 The bidder is required to Splice Pigtails for all the Fibers terminating at designated site.
- 6.11 The bidder is required to Supply & Installation of LIU/Fiber Patch Panel / fiber Distribution Frame at both the ends along with splicing of all cores and pig tailing at termination point.
- 6.12 The Bidder(s) should ensure to abide by all safety regulations and practices.
- 6.13 The Bidder(s) shall ensure that all the required precautions are taken to avoid accident, damage, harm to man, machine and material.
- 6.14 The Bidder(s) shall ensure no damage is caused to any underground or surface, other public utility services and/or private parties. Any damage caused should be made good at his/her own cost and expenses and shall be fully responsible for the same.

## **7. Service Level Agreement:**

- 7.1 For all the Routes Minimum UPTIME 99.5% (Monthly basis) of each link (only for portion of fiber connectivity provided by bidder).
- 7.1.2 The uptime report of WTR will be considered for SLA penalty.
- 7.1.3 If bidder fails to maintain SLA for reasons other than NIXI, penalty will be imposed as per below clause.
- 7.1.4 In case of any fault in fiber provided by bidder, intimation shall be given at the mobile/ landline no./ Fax no. email (to be specified by bidder) and attending the fault on top priority and obtaining permission for local authority shall be the responsibility of bidder.
- 7.1.5 Penalty for uptime Availability & Deduction: Quarterly Availability in a Quarter (%) Deduction in quarterly O&M payment  
Between 100 – 99.5 % 0%  
Between 99.4 - 98 % 20%  
Between 97.99 – 95 % 50%  
Below 95 % 100%
- 7.1.6 In case of frequent failure or delay in restoration, contract may be cancelled.

## **8. SCOPE OF SERVICES:**

- Service under this agreement shall include: -
- 8.1 For Leasing-in optical (OFC) dark fibers

8.1.1 Leasing-in of pair(s) of optical (OFC) dark fibers shall be for initial period of 1 years and shall be extended for further on the same terms and conditions, if required by NIXI

8.1.2 All the restoration / repair works for keeping the Optical fibers in underground OFC in healthy condition meeting the SLA parameter shall be done by the bidder at his own cost using the standard materials and practices. No other payment than the approved O & M charges shall be made by NIXI on any account.

8.1.3 The bidder shall make the dark fibers on the required routes fully operational on end-to-end basis i.e. from NIXI's Node to Node, at all Nodes of NIXI. The bidder shall discharge SLA obligation accordingly and carry out its maintenance during the period of Lease.

8.1.4 The bidder shall be responsible for all the necessary link design, engineering, manufacture, transportation, supply, erection, installation, testing, mechanical, electrical, instrumentation work in accordance with the Contract, Applicable Laws, Material and Construction Specifications as specified under this contract (and agreed upon ) and Good Industry Practice to perform all the works for Leasing-in under this agreement with NIXI.

8.1.5 All obligations and works required for rendering the service to NIXI in a safe, fully complete and operational condition in order to make the works fit for the duration prescribed elsewhere in this agreement.

8.1.6 Rectification of all latent or patent defects discovered (due to any reason) or noted in the works after Acceptance Testing, as per the specifications and instructions of NIXI.

8.1.7 The bidder shall be responsible for termination, testing and commissioning of the dark fibers on end-to-end basis.

8.1.8 The bidder has to satisfy NIXI regarding healthiness of the fibers before handing over the Fibers to NIXI as below.

a. Loss measurement of section (Terminal/dropping to Dropping/Terminal) using Optical source (meter or system) at Transmission point and power meter at receiving point which should be  $\leq$  to 20db

b. End to end loop test(stability) on installed systems/equipments of NIXI for 24 Hrs without any errors(to find the behaviour of fibers over period of time).

8.1.9 Fault Control Center: All Bidders shall have functioning Fault Control Centre for OFC link monitoring in the Telecom districts where the work orders are issued. Location of Fault Control Centre shall be submitted along with work experience document in the following format:

Fault Control Centre Location: (Please specify Address) Contact numbers (name of the executive in charge, landline & mobile) : (if location of Fault Control Centre is not yet established at the time of RFP submission, please submit an 'Undertaking' that the same will be established before issue of Work Order by the NIXI and details shall be submitted to the Work Order issuing authority.)

9. Contracting Authorities from NIXI side: For all Links: Rohit Kumar – 7053390190, [Rohit.kumar@nixi.in](mailto:Rohit.kumar@nixi.in).

### **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 bid and Completion Time required by the tenderer.
3. Technical will contain all the documents/compliance asked in General Term of conditions along with Technical Compliance, which is to be enclosed in Envelope A. Technical Bid will also have unpriced BOM as per Annexure-I. 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>POINT TO POINT DARK FIBER CONNECTIVITY OF UPCOMING INTERNET EXCHANGES OF NIXI</b>
<b>Bid Submission Start Date</b>	<b>27-01-2023</b>
<b>Last Date for bid submission</b>	<b>07-02-2023 (3.00 P.M.)</b>
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### 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, 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 2,000/- (Two 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 deposited are as under:

**A/c Name: - National Internet Exchange of  
IndiaA/c No. - 629405034094  
IFSC- ICIC0006294  
Branch: Nehru Place, New Delhi-110019.**

### **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. SECURITY DEPOSIT (PERFORMANCE BANK GUARANTEE)**

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 to reduce Security Deposit. Keeping in view these constraints the Security Deposit/ PBG is kept as 6%.

- a. The successful bidder should arrange to have Performance Bank Guarantee/ Security Deposit amounting to 6% of the awarded contract value furnished within 10 days of submission of Letter of Acceptance in the case of contracts, and within 10 days of submission of draft Contract Agreement.
- b. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Bank Guarantee/ Security Deposit in accordance with the provisions of this Clause.
- c. Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.
- d. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the Performance Bank Guarantee/ Security Deposit shall be released at the time of expiry / non-renewal / termination of the contract.
- e. The Performance Bank Guarantee/ Security Deposit may be either in the form of Demand Draft in favour of NIXI, New Delhi, or as Bank Guarantee in the format at Form No. -V of this document.
- f. In case Bank Guarantee is furnished as Performance Bank Guarantee/ Security Deposit, the same should be valid by more than ninety (90) days after the expiry of the contract including AMC.

- g. In case Bank Guarantee is furnished as Performance Bank Guarantee/ Security Deposit, it should be sent to NIXI by the concerned Bank, and not by the bidder itself.
- h. The Performance Bank Guarantee/ Security Deposit amount is interest free.
- i. NIXI has the right to encash/ appropriate the whole amount of Performance Bank Guarantee/ Security Deposit in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

**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 5 Years.	Photocopy of Certificate of incorporation		
2	The Bidder should have PAN & GSTIN	Self-Certified Copies		
3	The Bidder should have a minimum average annual turnover of Rs. 5.0 crore 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 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 must have served at least eight renowned private companies and two Government/ Semi-government/ PSU/ Statutory Bodies in the similar projects	Relevant Proof		
7	The bidder must have NLD license issued by the appropriate authorities	Relevant Proof		

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

## **VII.**

### **AWARD OF WORK**

The work will be awarded to the empanelled company after obtaining the rate/price bid from all empanelled agencies at the time of Software development. It is further added that the work will be strictly awarded to the L1 Company out of the empanelled agencies. In case, it is found that L1 is unable/fails to perform, the next i.e. L2 will be offered the work after recording the reasons.

## **VIII.**

### **SIGNING OF AN AGREEMENT**

The agreement to be signed will cover the general conditions of the contract and scope of work, which is binding of the part of the successful Bidder. The agreement will be signed by both the parties (seller and buyer) on the stamp of paper of Rs 100/-

## **IX.**

### **PAYMENT TERMS**

The payment terms to the party for execution of afore said work will be made after the successful connectivity by the vendor. It is, however, ensured that such payments will be released within 30 days. The details of these terms and conditions including the deadline for the completion of the work will be clearly mentioned in the Purchase Order to avoid any ambiguity arising thereon and included in an Agreement.

## **X.**

### **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.

**XI.**

**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.

## **XII.**

## **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.

### **12.1 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.

### **12.2 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.

### **12.3 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.



### **XIII.**

## **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.

### **XIV.**

## **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.

## **XV. 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 deliver the „**Point to Point Connectivity**“ of **1Gig** 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.

## **XVI. 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 EXPERIENCE		
2	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS		
3	PROFILE/ SET UP/ ESTABLISHMENT IN INDIA		
4	PROOF OF MSME/SC/ST/WOMEN ENTERPRENEUR		
5	MAF CERTIFICATE IN CASE OF DEALERSHIP		
6	PROOF OF BRANCHES		
7	PROOF OF TENDER FEES		
8	SUBMISSION OF PRE-BID DECLARATION		
9	SUBMISSION OF INTEGRITY PACT		
10	SUBMISSION OF CONFIDENTIALITY DECLARATION		

11	<b>SUBMISSION OF BANK DETAILS</b>		
12	<b>SUBMISSION OF DECLARATION</b>		
13	<b>SUBMISSION OF NON-BLACKLISTING</b>		
14	<b>SIGNED PHOTOCOPY OF THE TENDER</b>		
15	<b>CANCELLED CHEQUE FOR E - PAYMENTS</b>		
16	<b>PHOTOCOPY OF PAN/ AADHAR CARDS</b>		
17	<b>SUBMISSION OF TECHNICAL BID (ENVELOPE PART I)</b>		
18	<b>SUBMISSION OF PRICE BID (ENVELOPE PART II)</b>		
19	<b>DULY SIGNED CHECK LIST</b>		
20.	<b>PROOF OF TENDER FEES</b>		
21	<b>ANY OTHER DOCUMENT/S BEING SUBMITTED (PLEASE SPECIFY)</b>		

- 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).

## **XVII. GENERAL CONDITIONS OF TENDER**

Following are the general terms & conditions are for this tender. The bidder/OEM 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.

## **XVIII. SPECIAL CONDITIONS OF TENDER**

### **1. The Special Terms and Conditions are as under:**

- a) Cross connect to be arranged by NIXI on both ends.
- b) One year fixed price deal term (No change in ARC), which can be extended based on performance.
- c) Payment terms shall be Quarterly in advance to be calculated from the date of commissioning of link and production of invoice at the address of NIXI H/Q at Delhi.
- d) Exit clause shall be 3 months" notice period from either party. This notice should be submitted in writing and delivered by hand or by official email.

#### **e) 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.

#### **f) 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.

**g) Confidentiality Clause**

The vendor has to give an undertaking 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.

**h) Purchasers Rights**

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 honor 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.

**i) 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.

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

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

**k) Penalties**

If the successful tenderer will not deliver the goods 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%.

## **2. The Technical Terms and Conditions are as under:**

- 1) Timeline for capacity provisioning shall be four weeks from the date of PO. Thereafter NIXI will deduct a penalty @0.5% of Annual Recurring Charges (ARC) per week (Maximum upto 12% of P.O. Value)
- 2) Uptime should be 99.5% and separate SLA (Copy Enclosed) will be signed between NIXI and party. Penalties @7.5% of Monthly Rental Charges (MRC) per day will be imposed by NIXI in case of non-delivery of 99.5% uptime calculated on monthly basis. Under circumstances of continuous non-compliance of 99.5% for three months NIXI may consider cancellation of PO.
- 3) 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.
- 4) 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)**

**FINANCIAL BID AND COMPLETION TIME****A. Financial Bid**

S. No	NODE 1	NODE 2	SINGLE CORE (per km)		DOUBLE CORE (per km)	
			W/O TAX	W/TAX	W/O TAX	W/TAX
1	Netmagic Noida	CtrlS Noida				
2	CtrlS Noida	Sify Greenford Noida				
3	Sify Greenford Noida	GK Delhi				
4	GK Delhi	Netmagic Noida				

DESCRIPTION	TIME REQUIRED (IN WEEKS)
COMPLETION OF WORK FROM THE ISSUANCE OF PO	

**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.
3. The distance will be reckoned with OTDR by joint measurement of teams of NIXI and the service provider.

**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 /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 Principal 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)

\_\_\_\_\_

## **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.**

<b>SIGNATURES</b>	
<b>NAME OF AUTHORISED PERSON</b>	
<b>NAME OF COMPANY</b>	
<b>AFFIX SEAL OF COMPANY</b>	

**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:**

**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)

**BIDDER PROFILE AND DETAILS OF BANK ACCOUNT FOR PAYMENT**

<b>SL NO</b>	<b>PARTICULARS</b>	<b>TO BE FILLED BY THE BIDDER</b>
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**

**CHECKLIST**

SL. NO.	PARTICULARS	ENCLOSED	
		YES	NO
1	PROOF OF EXPERIENCE		
2	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS		
3	PROFILE/ SET UP/ ESTABLISHMENT IN INDIA		
4	PROOF OF MSME/SC/ST/WOMEN ENTERPRENEUR		
5	MAF CERTIFICATE IN CASE OF DEALERSHIP		
6	PROOF OF BRANCHES		
7	PROOF OF TENDER FEES		
8	SUBMISSION OF PRE-BID DECLARATION		
9	SUBMISSION OF INTEGRITY PACT		
10	SUBMISSION OF CONFIDENTIALITY DECLARATION		
11	SUBMISSION OF BANK DETAILS		
12	SUBMISSION OF DECLARATION		
13	SUBMISSION OF NON-BLACKLISTING		
14	SIGNED PHOTOCOPY OF THE TENDER		
15	CANCELLED CHEQUE FOR E - PAYMENTS		
16	PHOTOCOPY OF PAN/ AADHAR CARDS		
17	SUBMISSION OF TECHNICAL BID (ENVELOPE PART I)		
18	SUBMISSION OF PRICE BID (ENVELOPE PART II)		
19	DULY SIGNED CHECK LIST		
20.	PROOF OF TENDER FEES		
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.**