



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

Phone: +91-11-48202000

Fax: +91-11-48202013

Email: info@nixi.in

NOTICE INVITING TENDER

PROPOSAL FOR SUPPLY OF DWDM AND SFP MODULES CRUCIAL DATE SHEET

Name of Work	PROPOSAL FOR SUPPLY OF DWDM AND SFP MODULES
Bid Submission Start Date	28-02-2023
Last Date for bid submission	14-03-2023 (3:00 P.M.)
Opening of Technical Bid and evaluation	14-03-2023 (3:30 P.M.)

Note:

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

TITLE OF TENDER	PROPOSAL FOR SUPPLY OF DWDM AND SFP MODULES
NATURE OF TENDER	PUBLIC
SCOPE OF TENDER	DOMESTIC
MODE OF BIDDING	TWO BID SYSTEM
TYPES OF BID	1) TECHNICAL BID 2) FINANCIAL BID
EVALUATION CRITERIA	THE LOWEST BIDDER WILL BE CONSIDERED
TENDER FEES	Rs. 10,000/-
EARNEST MONEY DEPOSIT	THE BIDDER HAS TO SIGN „“BID SECURITY DECLARATION “IN LIEU OF EMD
SECURITY DEPOSIT (SD)	NIL
FREIGHT & HANDLING	NOT APPLICABLE
DELIVERY LOCATIONS	NEW LOCATIONS
VALIDITY OF TENDER	90 DAYS FROM DATE OF OPENING OF TECHNICAL BID
DESCRIPTION	NIXI/MM/NEW IXPs/HARDWARE/2021

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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

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

Website – www.registry.in

.IN Registry and Internationalized Domain Names (IDNs): Since 2005, NIXI also manages the

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

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

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

Website – www.irinn.in

II. OBJECTIVE, SCOPE & MODE

Objective of Tender

NIXI has planned huge infrastructure investment in setting up of new Internet Exchanges on Pan India basis. As a matter of urgency, NIXI immediately requires 8 Nos of DWDM along with SFP Modules (32) **as per the breakup given below:**

It is relevant to mention here that the successful party will deliver all 8 Nos of DWDM in phased manner. In case, the requirement is not met by the one party, the order will be divided in the parties as decided by the Competent Authority.

Only those vendors shall submit the tender who are in a position to deliver the goods immediately to meet the above requirement.

Such arrangements are to be made with the OEMS or their partners as a matter of policy.

Please note:

1. Tender quantity of switch may be high but order will be placed in parts not in whole quantity depending upon requirement of NIXI.
2. The installation and commissioning shall be the responsibility of the vendors. In case the vendor asks separate cost for installation and commissioning then NIXI can approve only Rs.35K per switch including installation, commissioning & travel of vendor.

The NIXI officers shall ensure pre-dispatch inspection (if required) of the Switches to confirm that they are strictly as per specifications & are of proper quality. The procedure has been framed to make sure the transparency in the procedures and its implementation.

Scope

NIXI will be requiring 8 Nos of Passive DWDM along with **the modules (SFPs)(32)** in each switch. The requirement of other hardware including the Servers, chassis, hardware and software will be finalized as per the requirement. The details can be seen in Clause III. This is bulk need of the NIXI, which will be met from the reputed OEMs and their dealers/distributors to fulfil the requirements arising in setting up of new centres.

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 commissioning of device. The bidder has to focus on the capacity to provide the devices and forecasting the availability of stocks in hand.

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 of purchases in bulk.

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 supply and commissioning of the device. 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 deliveries.

DWDM

Required multi-channel mux/demux modules are available on ITU channel spacing^{â€™s}. The devices need to be configured by number of channels for any customer-specify channel plan, and integration of taps and detectors for a complete DWDM solution. The products should be epoxy-free in the optical path.

The DWDM SFPs should support Arista, Alkatel, Extreme & Ruckus L3 switches etc.

DWDM SFP+ 80km Transceiver

PRODUCT FEATURES

DWDM Quantity :8

SFP Modules: 32 (10 GIG)

Passive Multichannel

MUX/ Demux and Modules

32-Channels

Duplex LC Connector

Support hot-pluggable

Metal with lower EMI

Excellent ESD protection

RoHS Compliant and Lead-Free

Compliant with IEEE 802.3ae

ITU-T G.959, G.691 and G.692 compliant

Temperature-stabilized DWDM-rated EML transmitter and APD ROSA

Up to 80KM for single mode fibre

100GHz ITU Grid, C Band

GR-253-CORE compliant

Compliant with SFP+ MSA: SFF-8431 Rev4.1

Digital diagnostic compatible with SFF-8472 Rev11.0

Single 3.3V power supply and Low power dissipation <2.5W

Complete installation and integration of DWDM Solution: Vendor has to ensure complete installation, integration and commissioning of the supplied DWDM solution.

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 is Technical Bid and Part-II will be Financial/Commercial bid.
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. Please do not put Financial Bid/Commercial bid (Annexure I) 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

NAME OF WORK	PROPOSAL FOR SUPPLY OF DWDM AND SFP MODULES
Bid Submission Start Date	28-02-2023
Last Date for bid submission	14-03-2023 (3:00 P.M.)
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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 Bhowmik" soumen@nixi.in.

3.3 Bid Evaluation Criteria

- a. Tender committee will first evaluate the Technical bid and technical BOM. 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.
- d. NIXI reserves the right to go for reverse auction wherever felt necessary.

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 Employer 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 Submission of Tender

All interested parties who can deliver the **goods** at the designated locations shall submit their quote by the above timeline positively at the following address:

National Internet Exchange of India(NIXI)

9th Floor, B-Wing, Statesman House,

148, Barakhamba Road,

New Delhi-110 001

Phone: +91-11-48202000

Email: nixi@nixi.in

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

3.11 Tender Fees

The tender fees shall be Rs 10,000/- (Ten 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

India A/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.

V. SECURITY DEPOSIT (PERFORMANCE BANK GUARANTEE)

- a. The successful bidder should arrange to have Performance Bank Guarantee/ Security Deposit amounting to 10% 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 PBG of 10% will be released after completion of warranty.
- c. 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.
- d. 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.
- e. 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.
- f. The Performance Bank Guarantee/ Security Deposit may be either in the form of Demand Draft in favor of NIXI, New Delhi, or as Bank Guarantee in the format at Form No. -V of this document.
- g. In case Bank Guarantee is furnished as Performance Bank Guarantee/ Security Deposit, the same should be valid by more than sixty (60) days after the expiry of the contract including AMC.
- h. 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.
- i. The Performance Bank Guarantee/ Security Deposit amount is interest free.
- j. 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**

SR. NO.	MINIMUM ELIGIBILITY CRITERIA	SUPPORTING DOCUMENT		
1	The Bidder should be a company registered under Companies Act, 1956/2013 and in existence for atleast 5 Years.	Photocopy of Certificate of incorporation		
2	The Bidder should have at least three years of experience in IT/ Telecom Sector/ Networking in the capacity of OEM or System Integrator or Authorized Distributor/ Partner/Reseller.	Self-Certified Copies		
3	The Bidder should have a minimum average annual turnover of Rs. 8.0 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 is also acceptable.		
		2018-19	2019-20	2020-21
4	Turnover declaration in INR			
6	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.		
7	The Bidder must have at least four site locations anywhere in India.	Self-Declaration with addresses Self-Declaration		
8	The bidder should have PAN & GSTIN	Copies		

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

VII.

AWARD OF WORK

The work will be awarded to the lowest bidder provided that he has the capacity to fulfil 100% requirement of 10 switches. It is further added that the order will be divided in case the single party is not able to deliver the complete requirement as decided by the competent authority (please see **Clause II** for details). In case, it is found that the party/s is unable/fails to deliver, the next i.e., L2 will be offered the work after recording the reasons. Before the award of work, the parties must ensure that they have the inventory otherwise their Security Deposit will be confiscated.

VIII.

SIGNING OF AN AGREEMENT

The agreement to be signed by both parties (buyer & seller) to cover the general conditions of the contract and scope of work, which is binding on 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/-. In case there are more than one party then agreement will be signed separately with all of them.

IX.

PAYMENT TERMS

1. The payment terms to the party for execution of afore said work will be made in systematic manner, which is given below:
 - a. **30% at the time of delivery.**
 - b. **40% after the successful installation and commissioning (If NIXI location is not finalized and installation remains pending then NIXI may release after 60 days).**
 - c. **20% after 3 months of successful operations. (If installation pending then NIXI may release after 90 days).**
 - d. **10% after the completion of 1-year.**

[In case the party gives the PBG of 10% against point “d” as above then the entire payment will be released after 3 months of successful operations].

2. The PBG of 10% in lieu of releasing the balance payment of 10% will be for 1 year only. However, the Security deposit (in general) in form of PBG will be 10% for 3 years of warranty.

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 pact, 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 of 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 10 days 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.

OTHER OBLIGATIONS OF SUPPLIER

a. Delivery, installation & Commissioning

1. The vendor should agree to deliver the equipment and install and commission all the equipment at the specific location identified by NIXI at the respective locations.
2. NIXI shall reject the component/equipment supplied if it does not comply with the specifications or does not function properly after installation. The contractor shall replace the non-functioning or defective equipment or its spares immediately and ensure proper functioning of all equipment.
3. The vendor shall be responsible for delivery and installation of the Hardware at site of the order and for making them fully operational within ten weeks of placing purchase orders. The period shall start from the date of issue of the purchase order. Delivery Within 7 Days from the date of P.O.
4. The dealer at the destination site, in the presence of indenter/buyer and/or its representative, shall install the items supplied.

b. Acceptance Testing

Vendor should agree on an Acceptance Testing schedule decided by NIXI, in which agreed parameter shall be checked. The same will be provided later on.

c. Training

The vendor should ensure that the concerned OEM should impart trainings to NIXI officers at regular intervals of three months. Training should be for five man-days per switch at vendor's location and at vendors.

d. OEM Support

It is expected from the concerned OEMs that every hardware supplied to NIXI shall have three years' warranty and thereafter the AMC will commence on the terms and conditions as agreed by both the parties.

Storage of Spares

The supplier must ensure that he has the spares worth 5% of the Contract Value during the Warranty and AMC. The spare parts shall be available in the warehouse of same city where NIXI IX are hosted. The parties shall ensure that the replacement shall be made within 4 hours in the event of exigency.

e. Penalties

If the successful tenderer will not deliver the goods within three working days, the penalty of 0.5% will be imposed per day, which will not be more than 10%.

f. Submission of Technical and Operational Manual

The bidder shall submit two copies of their Technical and Operational Manual along with the technical bid.

XVI. SUSPENSION & CANCELLATION OF TENDER

1. NIXI will suspend the dealings for future enquiries/ tender with a vendor without issuing notice on any of the following circumstances/reasons:

- a. On finding deviation in technical specification as given in Appendix I and the supplied product, or**
- b. Violation of any condition of the tender/ contract or part of any condition of the tender, or**
- c. Deviation found in quality and quantity of the product supplied, or**
- d. On finding software supplied with hardware as pirated**

2. As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the Rate Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the vendor is found guilty, the Rate Contract of the concerned vendor for the product will be cancelled and other appropriate legal action shall also be initiated against all concerned. The decision of DPS shall be final and binding.

XVII.

LAST DATE FOR RESPONSE OF SUBMISSION OF BID

The bidding agencies are advised to carefully go through each clause of Expression of Interest (EOI) before submitting their proposal in response to this EOI 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.

In case of any clarification to be sought from NIXI shall be addressed to CEO of NIXI preferably through email. However, if the clarification is sought through post shall be sent 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

XVIII. 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.	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/ GST		
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	TWO COPIES OF TECHNICAL AND OPERATIONAL MANUAL		
22	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).

XIX.

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 todo 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/ 2013.
2. Company should have an experience of at least 3 years in supply and installation of similar equipment/ networking in India (Documents required).
3. 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.
4. The bidder should have TAC (Technical Assistance Centre) or Call Centre for all level of support for 24X7 support.
5. Bids should be submitted in physical form in sealed envelope at NIXI office.
6. NIXI can reject any bid any time without giving any reasons.
7. Any Political/bureaucratic/commercial pressure (directly/indirectly) will amount to disqualification of bid.
8. Court jurisdiction will be Delhi/NCR in case dispute required to be settled in Court
9. The bidder shall have excellent experience in execution of work as described in Clause II & III.
10. The MSMEs, Start-ups and Women/ SC/ ST Entrepreneurs will get exemption as per the guidelines issued by the Government from time to time.
11. Bidder should be capable of supplying/ commissioning of required switches in any part of the country.
12. Training of NIXI technical staff:
 - After releasing purchase order of 5 switch, OEM has to provide training to 10 NIXI officer for technical and operational aspect of switch as it is mandatory.
13. Exact location of delivery will be intimated while providing PO. Whereas if location is not decided then vendor may deliver in the NIXI HQ.

14. In case of split of orders among different vendors for speedy delivery, it should be 6:4 for 2 vendors and 5:3:2 for 3 vendors.

XX.

SPECIAL CONDITIONS OF TENDER

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.

Mid-Year Review

NIXI may conduct a mid-year review to take view on price reduction or specification up gradation.

VALIDITY PERIOD OF THE CONTRACT

1. The contract shall remain in force for three months from date of issue.
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.

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.

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.

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.

Delivery, Installation and Commissioning of Equipment:

- a. The vendor should agree to deliver the equipment and install and commission all the equipment at the specific location identified by NIXI personnel in the respective nodes. NIXI shall reject the component/equipment supplied if it does not comply with the specifications or does not function properly after installation. The contractor shall replace the non-functioning or defective equipment or its spares immediately and ensure proper functioning of all equipment.
- b. Time period of complete Installation and Commissioning shall be 4 weeks.
- c. Any delay in delivery of equipment shall result in 1% penalty per week per site in case delivery is beyond the committed deliveries of 8 weeks. Max. penalty is 10%.
- d. For delay in Installation and Commissioning, 1% penalty per week per site shall be imposed in case the I&C extends beyond 1 week. Max. penalty will be 6%.

Warranty

The warranty applicable on the above products shall be given without asking for it. In other words, the supplier of these commodities shall enclose/ hand over the Warranty-Card to NIXI.

- a. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts and all software updates and upgrades. The defects, if any, shall be attended to on immediate basis and replacement part shall be supplied to NIXI location within 4 hours of escalation. In no circumstances, the NIXI exchange shall be down for more than 4 hours and necessary replacement will be provided on immediate basis for the same. Penalty will be applicable with Rs. 5000/- day for delay in NIXI operations due to delay in replacement.
- b. The on-site comprehensive warranty will start from the date of successful installation of equipment. All items shall be covered with six-years comprehensive time period (three-years warranty and three years AMC

onsite) (asper scope of work).

- c. All ongoing software and AMC upgrades for all major and minor releases should be provided during the warranty period without any additional payment by NIXI.
- d. The vendor shall ensure that there is a back-to-back agreement with OEM to meet above hardware and software warranty terms.
- e. During the period of support, the vendor shall:
 - i. Support the entire hardware/software of equipment.
 - ii. Diagnose the hardware/software faults and rectify the hardware/software faults detected.
 - iii. Repair and replace the faulty parts or part thereof.
 - iv. Upkeep the software periodically including implementation of patches, if required.
- v. Periodically analyze the health of various components of system.
- vi. Contractor shall carry out support activities as per requirement of NIXI.

Manufacture's Authorization form (MAF)

- a. Submission of MAF (Manufacture Authorization Form) / dealership certificate is mandatory for the participation bidder. In the absence of MAF/Dealership Certificate, the bid will be rejected.

Permits, Taxes and other duties:

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

Repair and Maintenance

- 1. Vendor shall provide their Technical Support Engineers (TSEs) for providing services to NIXI at their office in the event of fault and its restoration which includes faulty unit repair etc.
- 2. Vendor shall assign an Account Support Manager for NIXI, who shall act as a single point of contact for NIXI for handling any service-related issues during the agreement period.
- 3. Vendor shall ensure the availability of spare cards at different locations to meet the criteria of turnaround time for fault restoration/faulty unit repair etc.
- 4. Vendor shall ensure that all the TSEs are competent and responsible engineers and are capable of giving all types of necessary technical/assistance to NIXI representatives in respect of all the hardware and software components of Equipment as well as capable of attending faults/resolving problems whenever needed.
- 5. Contractor shall also ensure availability of experts in case of non-rectification of the faults by TSEs.
- 6. Vendor shall make the arrangements for taking out the faulty

- cards/units from NIXI nodes after replacing them with new working card, during support period.
7. Vendor shall bear the entire cost including freight, insurance etc and other incidental charges related to replacement of cards or switch. It shall also include any interconnecting cables also including power cables, networking cables etc.
 8. In case the faulty equipment/card/part is replaced, the replaced equipment/card/part shall become the property of NIXI and the defective will become the property of vendor.
 9. The arrangements for the supply of hardware and other equipment will be between the vendor (irrespective of OEMs they are representing) and the NIXI for the supply of devices/equipment, installation and post purchases maintenance and support including replacement, if required. The services will be for 24x7(24 hours a day, 7 days in a week), 4hrs part replacement, remote support for configuration or any software/IOS issues.

Maintenance:

1. 24/7 telephonic support
2. As soon as call logged FE should reach to the site within 3 HR having air connectivity.
3. In case of any hardware failure of the switch during installation Vendor need to raise RMA and send the parts and replacement would be the responsibility of Vendor in switch installed location.
4. The response time for remote areas can be increased from 3 hours to 9 hours where air connectivity is not available but for metropolitan and tier 1 cities it should be 3 hours where air connectivity is present.
5. Spare parts should be available from vendor site and need to deliver within 24 HR
6. Every switch will be deemed successfully installed after installation and acceptance testing. For each installation, OEM/vendor to submit the report to this effect in hard copy.
7. Every 3 months vendor need to perform maximum load testing with full functionality of switch. The result should be submitted in hardcopy to NIXI. The hardware and software will be provided by NIXI and the vendor will charge for this service separately.
8. OEM/Vendor should submit two hardcopies and one softcopy of the hardware installation manual to NIXI.
9. If there is new of version of software available for hardware it should be updated immediately without any delay during its warranty and AMC.
10. Hardware Uptime for penalty:
 - Uptime of hardware should be 99.9%.

S.NO	DESCRIPTION	TIMELINE	PENALTY
1.	Visit	Within 3 hrs (Tier 1)	0.5% per hour
2.	Supply of Spare Part	Within 24 hrs	0.5% per hour
3.	Load Testing	Every 3 Months	1.0% per week

11. Training of NIXI technical staff:

- OEM/vendor who provide training to the NIXI officials for technical and operational aspect of hardware. It is mandatory.

12. The installation and commissioning shall be the responsibility of the vendors. In case the vendor asks separate cost for installation and commissioning then NIXI can approve only Rs.35K per switch including installation, commissioning & travel of vendor. OEM/vendor may consider this while submitting the financial bid.

Financial / Price Bid

ANNEXURE-I

I. Schedule of Requirement (In Rs):

DESCRIPTION OF ITEMS	RATE PER PIECE	QTY. REQD.	TOTAL PRICE	
			W/O TAX	WITH TAX
DWDM		8		
SFP MODULES (10 GIG)		32		

Notes:

- 1. The cost of DWDM shall include the cost of SFP Modules.**
- 2. The installation and commissioning shall be the responsibility of the vendors. In case the vendor asks separate cost for installation and commissioning then NIXI can approve only Rs.35K per switch including installation, commissioning & travel of vendor.**
- 3. Please see Clause II (Scope) and Clause III (Technical Specifications) for the details.**
- 4. 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.]**

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 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 person 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)(Office Seal)

(For & on behalf of
(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.

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 in case I will be assigned to supply of goods and services (the “Services”) for the Office of the National Internet Exchange of India (NIXI). I will maintain the utmost confidentiality. 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.

Place:

Date:

**SIGN
ED:**

Name: _____

ANNEXURE-VI

PERFORMANCE BANK GUARANTEE

Ref:

Date

Bank Guarantee NO.

To

National Internet Exchange of
India (NIXI) 9th Floor, B-Wing,
StatesmanHouse, 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
BankLtd, 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 or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

BIDDER PROFILE AND DETAILS OF BANK
ACCOUNT FOR PAYMENT

SL NO	P A R T I C U L A R S	T O B E F I L L E D B Y T H E B I D D E R
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	
15	ANY OTHER INFORMATION	

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

SIGNATURE OF BIDDER/ Authorized representative

ANNEXURE- VIII

CHECK LIST

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	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/ GST		
17	SUBMISSION OF TECHNICAL BID (ENVELOPE PART I)		
18	SUBMISSION OF PRICE BID (ENVELOPE PART II)		
19	DULY SIGNED CHECK LIST		
20	TWO COPIES OF TECHNICAL AND OPERATIONAL MANUAL		
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.]

SIGNATURE OF BIDDER/ Authorized representative

