



National Internet Exchange of India
9th Floor, Statesman House,
Barakhamba Road,
New Delhi - 110001

Tender Number: NIXI/Tech/Partner (Operational Support)

**TENDER DOCUMENT FOR OPERATIONAL
SUPPORT IN RUNNING OF NIXI NODES IN
MULTIPLE CITIES**

CRUCIAL DATES

NAME OF WORK	OPERATIONAL SUPPORT TO NIXI AT NODES IN MULTIPLE CITIES
Bid Submission Start Date	23-02-2023
Last Date for bid submission	09-03-2023 (3:00 P.M.)
Technical Bid opening	09-03-2023 (3:30 P.M.)

I. NIXI Requirement:

NIXI is a non-profit company incorporated under Section 25 of the Companies Act, 1956 (now section 8 under the Companies Act, 2013). One of the key missions of NIXI is to facilitate the growth of internet in the country. With this objective, NIXI operates as an Internet Exchange Provider (IXP) and has established a number of Internet Exchange Nodes (IXNs) where Internet Service Providers, Data Centres, content/ CON providers, and other eligible organizations can exchange traffic.

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

NIXI takes the responsibility of deploying the required equipment at the nodes and inter-connecting the nodes to a main node in a larger location where connectivity to content/ CON providers is already available. This approach facilitates exchange of data not just amongst the ISPs, but also with popular content/ CON providers.

NIXI is inviting proposal from interested parties in providing operational support to **NIXI** in onboarding

customers, in revenue collection activities and in providing ongoing support to customers connecting at the current and upcoming IXNs.

Below are the timelines

NAME OF WORK	OPERATIONAL SUPPORT TO NIXI AT NODES IN SPECIFIC CITIES
Bid Submission Start Date	23-02-2023
Last Date for bid submission	09-03-2023 (3:00 P.M.)
Technical Bid opening	09-03-2023 (3:30 P.M.)

II. Service Provider's Scope of Work

- i) Sales & Onboarding
 - Lead & Funnel Management: Identifying potential customers, contacting them, communicating the benefits of connecting with **NIXI** node,
 - Acquisition: Seeking closure of contract with prospective customers, and aiding them in closure documentation
 - Onboarding: Enabling customers to getting physically connected to the nodes
- ii) Technical Support
 - L1 Maintenance of Nodes
 - Interaction with local members for physical connectivity issues and core L2/ L3 level issues.
- iii) Customer Support
 - Managing centralized Help Desk with telephonic and email support
 - Ticket Management for all queries, requests and complaints received
 - Addressing and Resolution of all queries, requests and complaints received with appropriate L1/ L2/ L3 actions
- iv) Billing, Collection & Relationship Management
 - Interact with customers for collection of dues in favor of NIXI

- Address customer queries and issues relating to billing

III. NIXI's Scope of Work

- i) Deployment of node equipment at well-connected data centre or co-location centre in the proposed cities.
- ii) Deployment of Hardware at planned NIXI node, including L2/ L3 switch and making it reachable to **NIXI** centralized NOC.
- iii) Point to Point (P2P) link between NIXI's main node and proposed Node
- iv) Billing to ISP Customers

IV. Tender Eligibility :

- i) Bidder should be a **Company registered** in India under Companies Act 1956 or 2013 (Documents required).
- iii **Turnover**- Bidder should have an average turnover of **50 Lakh** per year in last 2 financial years (Documents required).
- iii) Bidder should have **an experience of at least 2 years** in ISP operations with trained manpower to handle the network and infrastructure. (Documents required).
- iv> Bidder **should not be blacklisted/ barred** by central or state government or central/ state public sector unit in last 3 years.

V. Instruction for tender bid submission:

The bidders are required to submit hard copies of their bids (technical and financial) at NIXI office.

Please mention 'A' on the envelope containing technical bids and 'B' on financial bids. Both the envelopes shall be properly sealed and put in the bigger envelope for its safety. It will be better if on Envelope A, Technical Bid is also mentioned and similarly on envelope B, Financial Bid is mentioned.

The bids should be signed and sealed by the approving authority.

Both technical and financial bids will be opened in presence of bidders and after scrutiny successful bidder will be informed later on email.

All bidders are requested to share their email ids in their bid.

VI. 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>;

VII. Instructions for tender process

- a> Physical copies of bid may be in two attachments (Technical and financial) at NIXI office.
- b) Bidder should submit their compliance against each columns in technical bid. Each column of financial bid should be filled up.
- c) Technical compliance should be supported with relevant documents.
- d) Bids should be completed in all respects, must be emailed on or before the last date specified in the schedule of events.
- e) The **NIXI** may, at its own discretion, alter/extend the last date for submission of tenders.
- t) All the bids (Technical and Financial) must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract.
- g> 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. The bidders, not agreeing for such extensions will be allowed to withdraw their **bids**.
- h) No Bid shall be modified, substituted or withdrawn by the Bidder after the bids due date.
- i) 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.
- D 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.

VIII. Terms and Conditions:

i) All equipment deployed must be compatible with Indian electrical standards and codes. Engineering

documentation on the physical sizes and weights of all major and minor components must be submitted.

ii) The NIXI reserves the right of accepting or rejecting any quotations without assigning any reason thereof.

IX. Commercial Consideration and Payment Schedule:

Bidder needs to quote the support fee it expects per node location.

Bidder should bill its fee before 7th of the next month. Payment would be made within 21 days of the above suggested billing date.

Bidder shall charge all applicable taxes as per the prevailing tax laws in India. All the payment by NIXI shall be subject to tax deductions under the prevailing tax laws of India.

X. Bank Guarantee:

Performance Bank Guarantee of Rs 2 lakh for a period of 18 months will be applicable before signing of agreement and which will be returned after successful completion of one-year operation. The Bank Guarantee may need to be extended to meet this timeline.

Below is the format of bank guarantee:

We bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from ' (name of entity for whom bank guarantee is given) stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by '(name of entity for whom bank guarantee is given) by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rs only).

We bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of (name of Entity for whom Bank Guarantee is given) under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of (name of Entity for whom Bank Guarantee is given) certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made

on us in writing on or before the to include 3 months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

We bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of (name of Entity for whom Bank Guarantee is given) in writing.

Dated day of 2022.

Corporate Seal for Bank.

XI. Evaluation Criteria:

- i) Technical evaluation will be based on technical compliance. Absence of non-compliance or non-submission of technical supporting documents may lead to rejection of bid.
- ii) Eligibility conditions may be met 100% - No relaxation is permitted.
- iii) L1 bidders (least expected revenue) will be selected.

XII. Legal Clause:

- i) **Entire Agreement:** The Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and can only be modified through a written instrument signed and agreed with consensus-ad-idem by both parties.
- ii) **Governing Law and Jurisdiction:** This Agreement shall be construed and governed in accordance with the laws of India. Further, in case of any dispute/Lis between the parties, the same shall be referred to the Arbitration and shall be decided as per the provisions of the Arbitration & Conciliation Act, 1996(amended and updated as of date). Any Appeal or petition against the Arbitration Award/ Final Order/ Judgment shall be filed in and decided by Courts in Delhi, India.

XIII. Maintenance Policy of NIXI

This clearly defines expectations from NIXI as Maintenance Partner. The copy of the policy is enclosed herewith for ready reference.

Maintenance Strategy of Internet Exchanges

1. Objective

The downtime of Internet Exchanges under NIXI should be less than 0.01%. This may be calculated based on an average of all Internet Exchanges with all kind of faults including downtime of P2P connectivity.

2. Overall Responsibility

Following 4 levels of organization will be responsible for upkeep of Internet Exchanges:

- i) Maintenance service provider (may be private organisation) at Internet Exchange points.
- ii) Technical Consultant (already available)
- iii) Internet Exchange Points officers at NIXI which include officers at NIXI headquarter as well as Node Officers.
- iv) Top level – This includes CEO, concerned GM and concerned Manager.

3. Resources

- i) OEM/System integrator – Organisation should made their services available as per the contract signed.
- ii) Technical consultant should be available 24x7.
- iii) The Node Officer /Officer at NIXI headquarter should be available for coordination and for overall supervision.
- iv) Spare parts – At least 5% of the total equipped capacity as spare parts should be procured and may be distributed and located at convenient locations so that the movement of spare parts from the stores to the required IXP (under fault) should not take more than 12 hours in any case. All the spare parts should be maintained on a regular basis.

4. Periodic Technical Drills

Periodic technical drills w.r.t availability with respect to technical specifications/ functionalities etc. may be carried out and records of such drills should be available at Exchange point, Node Officers and IX Team at NIXI headquarter.

5. Timeline

L-1 (Level-1 Maintenance)

- a) Fault should be reported to a private IXP maintenance contractor

available/stationed at Internet Exchange point and Node officer immediately (By IXP maintenance contractor/Data Centre/NOC etc.)

- b) OEM/SI/Technical Consultant should be informed within 30 minutes of the fault, in case fault is not removed within 30 minutes (By Node Officer)

L-2 (Level-2 Maintenance)

- i) OEM/SI/Technical Consultant may undertake the maintenance and try to remove the fault after getting reported through from L-1 maintenance team.
- ii) After two hours of persistence of the fault, the fault may be reported to Assistant Manager/Manager and GM concerned at NIXI headquarter by Node Officer.
- iii) In case fault persist for more than four hours, the case may be reported by Assistant Manager/Manager/GM at NIXI headquarter to CEO.

6. Root Cause Analysis

After fault gets resolved, a root cause analysis (RCA) report may be prepared by Node Officer and submitted to CEO through the concerned Manager/GM within 72 hours from the time the fault is restored.

7. Replacement of Equipment

In case an Internet Exchange/P2P connectivity is reported disturbed or disconnected for more than three times in a quarter, a meeting may be arranged with OEM/P2P connectivity provider with CEO. In case the same status is repeated in any other quarter in same financial/calendar year, possibility may be explored to replace the faulty exchange/P2P connectivity with latest equipment.

8. Minor Faults faced by ISPs/CDNs/any other user

- a) User may be advised to book fault with Customer Care Unit of NIXI. The Customer Care Unit is advised to forward the fault to the concerned Area Manager/Manager as designated.
- b) All such cases should be settled with the help of Technical Consultant and Local Internet Exchange maintenance party within six hours of the reported fault.
- c) After rectification of the fault, a feedback may be submitted to Customer Care Unit and an e-mail should be sent to the concerned ISP/CDN/User by IXP team (either Node Officer/Officers at NIXI headquarter)
- d) All such cases should be compiled and may be discussed with CEO in monthly review meeting.

XIV. Tender Submission Format

FORMAT B: TECHNICAL BID

FEATURES	DESCRIPTION
Location of the Node proposed to support	All Node Locations (List of Current Locations can be found on NIXI Website)
Papers/Documents/Information shall be enclosed in support of the Eligibility Criteria	As per Tender

FORMAT B: FINANCIAL BID

Service Fee Expected:

Expected Service Fee per node location per month (Fee should be quoted exclusive of applicable indirect taxes)