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NOTICE INVITING TENDER

**TENDER IN RESPECT OF SOCIAL MEDIA
HANDLING OF NIXI AND CEO NIXI**

CRUCIAL DATE SHEET

STAGES OF TENDER	TENDER IN RESPECT OF SOCIAL MEDIA HANDLING OF NIXI AND CEO NIXI
Date for Issue of Tender Document	09-05-2023
Pre-Bid Clarification received by email (shubham@nixi.in ; nitin.jolly@nixi.in ; piyush.sharma@nixi.in)	12-05-2023 (17:00 Hours)
Pre-Bid Clarification Response by email	15-05-2023 (17:00 Hours)
Last Date & Time for submission of Technical and Financial Proposals	18-05-2023 (11:00 Hours)
Date & Time for Opening of Proposals: Technical Presentation	18-05-2023, (11:00 Hours) 19-05-2023, (12:00 to 3:00pm)

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

TITLE OF TENDER	Tender in respect of Social Media Handling of NIXI and CEO NIXI
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
EARNEST MONEY DEPOSIT	Rs.12,000/- (Rupees twelve thousand only)
SECURITY DEPOSIT /PERFORMANCE BANK GUARANTEE	@ 5% of value of PO
ADDRESS FOR BID SUBMISSION (HARD COPIES) TECHNICAL AND FINANCIAL PROPOSALS	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
Social Media handles and pages	Facebook: https://www.facebook.com/nixiindia Twitter: https://twitter.com/inregistry Instagram: https://www.instagram.com/in_registry/ LinkedIn: https://www.linkedin.com/company/nixiindia YouTube: https://www.youtube.com/channel/UCCsQAxh6c80NDEVAp0c-vGg
Website(s)	www.nixi.in

	www.registry.in www.getyourown.in www.irinn.in
VALIDITY OF TENDER	90 DAYS FROM DATE OF OPENING OF TECHNICAL BID
DOCUMENT REFERENCE NUMBER	NIXI/MM/Social Media Handling/2023

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ABOUT NIXI

The National Internet Exchange of India (hereinafter referred to as 'NIXI' or 'Purchaser') is a Not-for Profit Company registered under Section 25 of the Indian Companies Act, 1956 (now Section 8 under Companies Act, 2013) with the primary objective of facilitating improved Internet services in the country. The members of the Board comprise of distinguished academicians drawn from Ministry of Electronics and Information Technology (MeitY), Indian Institute of Technology, Internet Service Providers Association of India (ISPAI) and other peering Internet Service Providers (ISPs). Under NIXI, the .IN registry functions as an autonomous body with primary responsibility for maintenance of country code Top Level Domains ('ccTLDs').

Key Functions of NIXI

Internet Exchange

- NIXI is the neutral meeting point of the ISPs in India. Its main purpose is to facilitate exchange of domestic Internet traffic between the peering ISP members. This enables more efficient use of international bandwidth, saving foreign exchange. It also improves the Quality of Services for the customers of member ISPs, by avoiding multiple international hops and thus reducing latency.
- Eight Internet Nodes are functional at Delhi (Noida), Mumbai, Chennai, Kolkata, Hyderabad, Bengaluru, Ahmedabad and Guwahati.
- Internet nodes have ensured peering of ISPs among themselves for routing domestic Internet traffic within India, resulting in better quality of service (reduced latency, reduced bandwidth charges for ISPs) saving on international bandwidth.

IN Registry

- Under NIXI, the .IN Registry functions as an autonomous body with primary responsibility for maintaining the .IN & .Bharat (IDN) Country code top level domain (ccTLD) and ensuring its operational stability, reliability, and security.
- .IN Registry functions with primary responsibility for managing Country Code Top Level Domains (ccTLDs).
- It has helped in proliferation of web hosting and promotion of internet usage in the country.

National Internet Registry (NIR)

- Coordinates Internet Protocol address space (both IPv4, IPv6 & ASN allocations and other internet resource management functions at a national level within the country. Earlier NIR was recognized by APNIC (Asia Pacific Network Information Centre) which is a Regional Internet Registry.

CHAPTER – 1
SCOPE OF WORK

a) General:

Social Media Work Plan

Tender is invited for engaging agency for following works for a period of 2 years extendable by 1 year by NIXI depending upon the performance of the agency.

- 1.1. To manage social media handles and pages of NIXI through social media/software tools
- 1.2. Social Media management means covering Twitter, LinkedIn Facebook, YouTube, Instagram, Google+, and other portals as per mutual agreement from time to time.
- 1.3. To keep up with Social Engagement (contests, campaigns etc.)
- 1.4. To Increase Social Accountability
- 1.5. To Analyze Social Performance
- 1.6. To Show Reports to Stakeholders
- 1.7. Any other Social Media management requirements

b) Eligibility Criteria

Indian Companies who are registered / incorporated in India are eligible to participate in the bid. The following eligibility criterion shall be met by the bidder company who intend to participate in this:-

- i) The Bidder shall be registered Indian Company under “The Company Act, 1956”, and having minimum annual Audited turnover of 1.5 crore each, for the last three financial years i.e. 2017-18, 2018-19 and 2019-20 as per audited statement of accounts.
- ii) The Bidder should have an experience of handling minimum 3 (Three) social media projects amounting to Rs. 50 lakhs each per annum, after 1.04.2019. Client certificate with contact details shall be submitted in this regards.
- iii) The Bidder should not have been debarred/ blacklisted by any state Govt. / Central Govt. or their instrumentalities.
- iv) The software tool to be used by the bidder for managing NIXI social media platforms should be a licensed software tool.
- v) The licensed software tool to be used by the bidder for managing NIXI social media platforms should be an established/proven one. This software tool should be in use by at least 10 reputed firms for managing their social media platforms since and bidder shall submit the details of firms using this software tool.
- vi) The bidder/firm shall have valid PAN No.

vii) The bidder/firm shall have Valid Sales/Service Tax Registration no/GST number or exemption certificate no.

NOTE: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria. All documents submitted will also be self-attested by the bidder.

c) **Responsibility of Bidder:**

Responsibility of Bidder shall be (but not limited to) following:

- 3.1 Developing communications & social media strategy on monthly basis.
- 3.2 Conceptualization, content writing, design, development, and incorporation of NIXI suggestions and finalization of creative/art work in accordance with the brand as per monthly schedule.
- 3.3 Minimum 15 art works each month for uploading on Social Media platforms.
- 3.4 In addition to the still creative, Bidder should also be able to make four video and four GIF per month. The video & still creative is the property of NIXI, and NIXI will be entitled to use it wherever it desire like print media/ radio/ TV,etc.
- 3.5 Crisis management/Early warning system, Business Analysis.
- 3.6 Daily digital monitoring, Co-ordination, content creation, posting & reporting.
- 3.7 Engage Digital Audience, Sustenance of Brand Health & influence Online - as per increase in followers/likes.
- 3.8 Social media trainings and workshops on yearly basis (Once in every quarter)
- 3.9 Social Media management progress review– Monthly and quarterly.
- 3.10 Periodic meeting for reporting & MIS system.
- 3.11 Any comments, which are offensive, misleading abusive or inaccurate, must be reported immediately and appropriate action to be taken after NIXI's approval.
- 3.12 To ensure NIXI's image is protected on all platforms.
- 3.13 Post at least one person exclusively for NIXI.

d) **Responsibility of NIXI**

- 4.1 Monitoring of Agency's performance on monthly basis.
- 4.2 Finalization and approval of monthly schedule of works for Social Media Management.

4.3 Approval of creative/art for engaging customers on Social Media platform.

e) **Evaluation Criteria**

All bids to be submitted in hard copies by 18st May 2023 (11:00 Hours) at NIXI's office.

Evaluation Criteria:

Criteria	Weightage
Presentation	50%
L1 - Price	50%

Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets.

Bidder shall be required to submit 2 hard copies (1 Original + 1 Duplicate) of the complete proposal.

Every page of the documents submitted by the Bidder must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.

The two parts of the Proposal should be as per following:

- Technical Proposal (Envelope 1) - The envelope containing Technical Proposal shall be sealed and superscripted "Technical Proposal - Selection of Agency for Social Media Management" as part of the Technical Proposal along with the EMD (chapter 5)
- Financial Proposal (Envelope 2) - The envelope containing Financial Proposal shall be sealed and superscripted "Commercial Proposal - Selection of Agency for Social Media Management" shall be submitted as part of the Commercial Proposal. (Chapter 4)

Total Cost of package price for Year -1 (Handling/managing of all Social Media handles & pages and Re-development & maintenance of all NIXI websites)

Envelope 1 & 2 should be put together in a single envelope along with other relevant documents.

- (i) The cost for subsequent year shall be 1.10* (Pervious year price) as detailed below:

For social media monthly recurring & website quarterly maintenance charges.

Year	Price Payable
Year 1	A1
Year 2	A2= [1.10 * A1]
Year 3 (Optional)	A3= [1.10 * A2]

(ii) Year 1 shall start from the date of system put into use.

(iii) Quote lower than 70% of average of all bidders will be rejected.

4. ISSUE OF ADVANCE PURCHASE ORDER

4.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

4.2 The bidder shall within 7 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section.

5. SIGNING OF CONTRACT

5.1 The issue of Purchase order shall constitute the award of contract on the bidder.

5.2 The successful bidder shall furnish performance security as per enclosed performa.

5.3 Bid security of Rs 12,000/- which is required at the time of submission of the bid, will be discharged to all bidders by NIXI except L1 bid winning party. For L1 bidder, this money will be adjusted in PBG (Performance Bank Guarantee)

6. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause "Performance Bank Guarantee" shall constitute sufficient ground for the annulment of the award and the forfeiture of the Performance Bank Guarantee in which event the Purchaser may make the award to any other party at the case of the L1 bidder.

CHAPTER – 2

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general conditions shall apply in contract made by NIXI for the services to be rendered by the Empaneled Agency.

2. STANDARDS

The Bidder shall abide by all relevant rules & regulations of the government as issued from time to time. The Bidder shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).

3. PATENT RIGHTS

All rights for reproduction, editing and future use for the creative layouts accepted for release and/or released by NIXI shall be with NIXI unless otherwise stated explicitly & agreed by NIXI at the time of accepting the layout. The Agency shall use only authorized products/ materials or have all rights of such Products/materials used for all advertisement like Posters, Photographs, TVCs, Jingles, Songs, Web, CD based production etc. or any other services. The Agency shall indemnify NIXI against any third-party claims of infringement of patent, copyright, trademark, industrial design or intellectual property rights arising from use of any design/ model/ photograph/ TVCs/ Jingles/ Songs etc., if any, under the scope of contract.

4. a) PERFORMANCE SECURITY

The Selected agencies to whom letter of intent/APO is issued, shall have to furnish performance security to the NIXI for an amount equal to 5% of the value of purchase order, within 7 days from the date of issue of Advance Purchase Order by the NIXI.

Performance security shall be submitted in the form of a Bank Guarantee issued by any scheduled bank. The Performa for the Bank Guarantee is available at Chapter – 5.

Performance security will be disbursed by NIXI after completion of Agency's obligations under the contract. If the Agency fails or neglects any of the bid obligations under the contract, it shall be lawful for NIXI to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

The proceedings of performance security shall be payable to NIXI

as compensation for any loss resulting from Agency's failure to complete its obligation under the contract.

b) Every bidder has to submit a EMD/Bid Security of Rs. 12,000/- (Twelve thousand rupees) along with the application. The performance security bond will be discharged by NIXI after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

4 (c) The performance security bond will be discharged by NIXI after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

5. DELIVERY AND DOCUMENTS

5.1 Delivery of Agency services shall be made by the Agency in accordance with the terms specified by NIXI in its schedule of requirements and special conditions of contracts/ work orders, and the services shall remain at the risk of the Agency. The deliverables shall be made over to the NIXI or the agency as given in the purchase order.

5.2 The Rendering of services shall commence immediately after the placement of Work Order/ Release Order on selected bidder.

5.3 Training:

5.3.1 The selected agency shall provide training for social media management to staff of NIXI free of cost where required and asked for by NIXI.

5.3.2 The agency in coordination with NIXI shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

5.3.3 The agency shall provide all training material and documents free of cost.

5.3.4 Conduct of training of NIXI's personnel shall be at any other place desired by NIXI.

6. PAYMENT TERMS

6.1 The bidder has to give the mandate for receiving payment, electronically and the other charges, if any, levied by bank has to be borne by the bidder. The payment will be done on monthly basis within 30 days after submitting of invoice. The bidder company is

required to give the following information for this purpose:-

- (a) Beneficiary Name:
- (b) Beneficiary Bank Name:
- (c) Beneficiary branch Name:
- (d) IFSC code of beneficiary Branch
- (e) Beneficiary account no.:
- (f) Branch Serial no. (MICR No.):
- (g) GST no.:

Note:

- i) If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.
- ii) The firm should be registered with GST and shall provide GST number along with every bill.

THIRD PARTY WORK COMPENSATION

The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by NIXI in any litigation initiated by the third party.

7. CHANGES IN WORK/RELEASE ORDER/CONTRACT

7.1 NIXI may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.

8. DELAYS IN THE AGENCY'S PERFORMANCE

8.1 Delivery of service and performance of the services shall be made by the bidder in accordance with the time schedule specified as below. It also covers Saturdays/Sundays and other holidays where NIXI may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order/ Release Order, NIXI reserves the right either to short close /cancel this purchase order and/or recover penalty charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Agency and NIXI reserves the right to get the work done at the risk and cost of the defaulting agency.

S r. n o.	Description	SLA	Weightage to determine the value of work for the purpose of penalty on monthly basis
1	Monthly Schedule of Social media strategy	10 days in Advance	5%
2	Submission of Creatives/contents to NIXI	5 days before the schedule date of uploading	20%
3	Implementation of Correction in creatives/contents as suggested by NIXI	Within 24 Hrs	10%
4	Uploading of creatives on Social media platform after approval of NIXI	2 Hrs	10%
5	Submission of Multimedia/ video After approval of creative & script	7 days before the schedule date of uploading	10%
6	Implementation of Correction in Multimedia/ video as suggested by NIXI	Within 2 days	10%
7	Uploading of multimedia/ video after approval	24 Hrs	10%

8.2 Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions:

- a) Imposition of Penalty
- b) Forfeiture of its performance security and termination of the contract.

8.3 If at any time during the performance of the contract, the Agency or its subcontractor(s) should encounter condition impeding timely rendering the services and performance of service, the Agency shall promptly notify to NIXI in writing the fact of the delay, it's likely duration and its cause (s). As soon as practicable after receipt of the Agency's notice, NIXI shall evaluate the situation and may at its discretion extend the period for performance of the contract.

8.4 Quarterly review of performance of agency will be done and if the

performance is not up to the mark or if there is any breach of Agreement then contract is liable to be cancelled. The decision of CEO NIXI in this regard shall be final and binding.

9. PENALTY

- 9.1 The performance of service within prescribed time as stipulated under section-8 above, shall be deemed to be the essence of the contract and must be completed, not later than the days/time specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of NIXI and be accepted by the consignee, such execution will not deprive NIXI of his right to recover Penalty.
- 9.2 Should the agency fail to deliver the services as contained in the contract/work order/Release Order, as the case may be, within the period prescribed therein, NIXI without prejudice to other rights/remedies available to it shall be entitled to recovery as per the table below a maximum of 12% of the total value of work per month. Quantum of Penalty assessed and levied by NIXI shall be final and not challengeable by the Agency.

S · N · O ·	Description of Parameter	Bench Mark	100% Penalty of value of work	50% Penalty of value of work	No Penalty of value of work
1	Monthly Schedule of Social media strategy	10 days in Advance	<2 days	>2 days <6days	6 to 10 days
2	Submission of Creatives/contents to NIXI	5 days before the schedule date	<1days	>1 days <3days	3 to 5 days
3	Correction of creatives/contents as suggested by NIXI	Within 24 Hrs	> 24Hrs <48Hrs	-	-
4	Uploading of creatives on Social media platform after approval	2 Hrs	> 4 Hrs	>4Hrs >3Hrs	2 to 3 Hrs

	Of NIXI				
5	Submission of Multimedia/ video After approval of creative & script	7 days before the schedule date of uploading	<2 days	>2 days <6days	6 to 7 days
6	Implementation of Correction in Multimedia/ video as suggested By NIXI	Within 2 days	More than 2 days	-	-
7	Uploading of multimedia/ video after approval	24 Hrs	More than 24 Hrs	-	-
8	Changes in the website as suggested by NIXI	2 Hrs	> 4 Hrs	>4Hrs >3Hrs	2 to 3Hrs
9	Uploading of documents in the website after approval of NIXI	2 Hrs	> 4 Hrs	>4Hrs >3Hrs	2 to 3Hrs

10. FORCE MAJEURE

10.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of NIXI as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if

the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 10.2 Provided, also that if the contract is terminated under this clause, NIXI shall be at liberty to take over from the Agency at a price to be fixed by NIXI, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores required for the provision of services which may be in possession of the Agency at the time of such termination or such portion thereof as NIXI may deem fit, except such materials, bought out components and stores as the Agency may with the concurrence of NIXI elect to retain.

11. TERMINATION FOR DEFAULT

- 11.1 NIXI may, without prejudice to any other remedy for breach of contract, by written one month notice of default, sent to the Agency, terminate the contract in whole or in part,

- a) If the Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by NIXI
- b) If the Agency fails to perform any other obligation(s) under the Contract; or
- c) If the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as NIXI may authorize in writing) after receipt of the default notice from NIXI.

- 11.2 In the event NIXI terminates the contract in whole NIXI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Agency shall be liable to NIXI for any excess cost for such similar goods. However, the Agency shall continue the performance of the contract to the extent not terminated.

12. TERMINATION FOR INSOLVENCY

NIXI may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIXI.

13. ARBITRATION

- 13.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CEO, NIXI, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CEO, NIXI or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CEO, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CEO, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
- 13.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 13.3 The venue of the arbitration proceeding shall be the office of the CEO, NIXI, New Delhi or such other places as the arbitrator may decide.

14. SETOFF

Any sum of money due and payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by NIXI or any other person or persons contracting through NIXI of India and set off the same against any claim of NIXI or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with NIXI or such other person or persons contracting through NIXI.

15. The Agency shall fully indemnify, defend and hold NIXI harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against NIXI or which NIXI may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the Agency or its agents, employees or any matters arising upon or by virtues of this contract.

CHAPTER - 3

UNDERTAKING THE TERMS & CONDITIONS OF TENDER DOCUMENT AND SPEC. OF WORK

a) Certified that:

1. I/We.....have read, understood and agree with all the terms
And conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Bidder Money deposited by us will stand forfeited to the NIXI.

b) The tenderer here by covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, NIXI reserves the right to debar our tender offer/ cancel the LOA/Purchase/work order if issued and forfeit the EMD/ SD/ Bill amount pending with NIXI. In addition, NIXI may debar the contractor from participation in its future tenders.

Date:.....

.....

.....

Signature of
Tenderer

Place:.....
Tenderer.....

Name of

Along with date &
Seal

CHAPTER - 4

FINANCIAL BID

(To be submitted in Separate Envelope)

We _____ M/s _____ at registered

office _____ read and understand the scope of work, payment schedule and other terms and conditions. We agree on all the clauses mentioned in the tender document. We hereby quote our financial quote as below:

Work	Monthly Cost (Excluding Taxes)	Service Tax/ Any other Tax	Total Amount
Handling/managing of all Social Media handles of NIXI and CEO NIXI			

* Service Tax/ Any other Taxes as applicable.

(Authorized Signatory)

Stamp Date:

Chapter – 5

PERFORMANCE BANK GUARANTEE

(To be typed on Rs 100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas (here after referred to as NIXI)
has issued an APO no. Dated/...../23.....
awarding the work of

..... to
M/s.....R/o

..... (hereafter referred to
as "Bidder") and NIXI has asked him to submit a performance guarantee in
favour of "National Internet Exchange of India", 9th Floor, B-Wing, Statesman
House, 148, Barakhamba Road, New Delhi-110 001 India of Rs.
...../- (hereafter referred to as "P.G. Amount") valid up
to...../...../23 (hereafter referred to as "Validity Date")

Now at the request of the Bidder,
We.....

Bank.....Branch having

.....
(Address) and Regd. office address as

..... (Hereinafter called "the Bank") agreed to give this
guarantee as hereinafter contained:

2. We, _____ "the Bank" do hereby undertake and assure to the NIXI that if in the opinion of the NIXI, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there - under, the Bank shall on demand and without any objection or demur pay to the NIXI the said sum limited to P.G. Amount or such lesser amount as NIXI may demand without requiring NIXI to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the NIXI shall be conclusive as regards the liability of Bidder to pay to NIXI or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration

proceeding or legal proceeding is pending between Bidder and NIXI regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the NIXI shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by NIXI against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of NIXI or any indulgence by NIXI to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Not with standing anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the NIXI under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case NIXI demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "National Internet Exchange of India", 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi-110 001 India payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank
Officer) Rubber stamp of the
bank

Authorized Power of Attorney

Number:.....

Name of the Bank

officer:.....

Designation:.....

.....

Complete Postal address of
Bank:.....

Telephone Numbers...

Fax

numbers.....

.....

