



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

Phone: +91-11-48202000

Fax: +91-11-48202013

Email: info[at]nixi[dot]in

NOTICE INVITING TENDER

TENDER FOR OPERATIONALISING AND MANNING THE UA SUPPORT CENTRE
--

CRUCIAL DATE SHEET

STAGES OF TENDER	TENDER FOR OPERATIONALISING AND MANNING THE UA SUPPORT CENTRE
Bid Submission Start Date	28-06-2023
Last Date for bid submission	13-07-2023 (3:00 P.M)
Opening of Technical Bid and evaluation	13-07-2023 (3:30 P.M)

Notes:

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

TENDER AT A GLANCE

TITLE OF TENDER	TENDER FOR OERATIONALISING AND MANNING THE UA SUPPORT CENTRE
NATURE OF TENDER	PUBLIC
SCOPE OF TENDER	DOMESTIC
MODE OF BIDDING	TWO BID SYSTEM (BASED ON WEIGHTAGE)
TYPES OF BID	1) TECHNICAL BID <ul style="list-style-type: none">• BUSINESS AND FINANCIAL PERFORMANCE• TECHNICAL AND PROJECT RELATED• SKILL RELATED 2) COMMERCIAL BID <ul style="list-style-type: none">• MAJOR ACHIEVEMENTS• PRICE BID
EVALUATION CRITERIA	THE HIGHEST SCORER (H1) WILL BE CONSIDERED
TENDER FEES	Rs 2,000/-
EARNEST MONEY DEPOSIT	Rs.2,00,000/-
SECURITY DEPOSIT (SD)	SECURITY DEPOSIT @ 3%
DELIVERY LOCATIONS	NIXI HEADQUARTER
VALIDITY OF TENDER	90 DAYS FROM DATE OF OPENING OF TECHNICAL BID
DESCRIPTION	NIXI/UA/2023/06-0001

CONTENTS

SECTION	CHAPTER	DESCRIPTION	PAGE NO.
A	I	INVITATION FOR PROPOSAL	4-5
B	I	NIXI OVERVIEW	6
	II	SCOPE OF WORK <ul style="list-style-type: none"> • INTRODUCTION • SCOPE OF WORK 	7-8 8-9
	III	SCOPE OF SUPPLIES/SERVICES	9-13
	IV	BIDDING SYSTEM	14-17
	V	EARNEST MONEY DEPOSIT	17-18
	VI	PERFORMANCE BANK GUARANTEE	18
	VII	ELIGIBILITY CRITERIA <ul style="list-style-type: none"> • BUSINESS & FINANCIAL PROPOSAL • TECHNICAL/PROJECT MANAGEMENT RELATED • SKILLS RELATED 	19 20 20-21
	VIII	EVALUATION CRITERIA	21-22
	IX	AWARD OF WORK	22
	X	SIGNING OF AN AGREEMENT	22
	XI	PAYMENT TERMS	22-23
	XII	FORCE MAGEURE	23-24
	XIII	INTEGRITY PACT	24-25
	XIV	SETTLEMENT OF DISPUTES	25
	XV	CHANGE MANAGEMENT	26
	XVI	LIQUIDATED DAMAGES	26
	XVII	LAST DATE FOR SUBMISSION OF BID	27
	XVIII	DOCUMENTS TO BE SUBMITTED WITH THE BID	27-28
	XIX	GENERAL CONDITIONS OF TENDER	28-30
	XX	SPECIAL CONDITIONS OF TENDER	31-32
C	ANNEXURE I	COMMERCIAL BID	33-34
	ANNEXURE II	EMD UNDERTAKING	35
	ANNEXURE III	INTEGRITY PACT	36-41
	ANNEXURE IV	UNDERTAKING OF TRUTHFUL DECLARATION	42
	ANNEXURE V	CONFIDENTIALITY DECLARATION	43-44
	ANNEXURE VI	PERFORMANCE BANK GUARANTEE (FORMAT)	45-46
	ANNEXURE VII	BIDDERS PROFILE	47
	ANNEXURE VIII	CHECKLIST	48-49

CHAPTER A I: INVITATION FOR PROPOSALS

Introduction:

National Internet Exchange of India (NIXI) is seeking proposals from qualified organisations to establish a support centre for Universal Acceptance having professional expertise in Universal Acceptance, customer support, technical implementation, and project management. The organisations should be able to effectively establish and maintain a reliable, efficient, and customer-oriented UA Support Center.

The UA Support Center is responsible for providing technical support, troubleshooting, and assistance to the Government as well as private organisation's for making their Websites / Applications / email services / platforms Universal Acceptance ready.

[for details please see Chapter B II Scope of Work]

Definitions:

NIXI: National Internet Exchange of India (NIXI) is a not-for-profit Organization under section 8 of the Companies Act 2013, and was registered on 19th June, 2003. NIXI was set up for peering of ISPs among themselves for the purpose of 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.

.IN is India's Country Code Top Level domain (ccTLD). The Govt. of India delegated the operations of INRegistry to NIXI in 2004. The .IN Registry operates and manages India's .IN ccTLD as well as .bharat IDN ccTLDs in all the 22 scheduled languages of India. It's headquartered is located in Delhi and having its official address "9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001

Contractor: Any legal Indian entity having domain expertise in Universal Acceptance for Indian languages and is desirous of operationalising and manning the UA support centre. This may include Indian start-ups, SMEs or established agencies having expertise in the area of DNS and more specifically the area of Universal Acceptance

Competent Authority: Competent Authority is an employee/ representative of NIXI authorized to take suitable decision in case of any administrative/ legal/ Penal/ financial issues/ others arising out of this RFP

SEALED Envelope: "Technical and commercial Proposal" shall contain:

- a. Duly filled Proposal with proper seal and signature of authorised person (with name, designation & contact no.)
- b. An authority letter issued by the competent authority authorising the signatory to sign on behalf of the organisation.
- c. Copy of certificate of incorporation/ Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- d. Copies of GST registration certificates and PAN card.

Note: NIXI reserves the right to reject the proposal if any of the above listed document/s is not submitted.

National Internet Exchange of India (NIXI) reserves the right to reject any or all proposals received, to waive any irregularities or informalities, and to request additional information or clarification from vendors.

For any questions or clarifications regarding this RFP, please National Internet Exchange of India (NIXI) at rajiv@nixi.in or [48202002].

We look forward to receiving your proposal.

Sincerely,
National Internet Exchange of India (NIXI)
9th Floor, B-Wing, Statesman House,
148, Barakhamba Road,
New Delhi 110001

RFP Schedule

1	Name Of the Organization	NIXI
2	Date of Release of RFP	28-06-2023
3	Last date of Submission of SEALED proposal	13-07-2023 (3:00 PM)
4	Date of Opening of Technical proposal	13-07-2023 (3:00 PM)
5	Place of opening of technical bids	NIXI HEADQUARTER

CHAPTER B 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

CHAPTER B II: SCOPE OF WORK

A) Introduction:

General:

National Internet Exchange of India (NIXI) is seeking proposals from qualified organisations to establish a support centre for Universal Acceptance having professional expertise in Universal Acceptance, customer support, technical implementation, and project management. The organisations should be able to effectively establish and maintain a reliable, efficient, and customer-oriented UA Support Center.

The UA Support Center is responsible for providing technical support, troubleshooting, and assistance to the Government as well as private organisation's for making their Websites / Applications / email services / platforms Universal Acceptance ready.

About UA India Programme:

The Internet landscape has changed dramatically over the last decade with the expansion and evolution of available Top-Level Domains (TLDs), generic Top-Level Domains (gTLDs), the Internationalized Domain Names and Email Address Internationalization (EAI). A new horizon has opened up with the possibility to have Internationalized Domain Names in one's mother-tongues and scripts

Universal Acceptance (UA) is the state in which all valid Domain Names including new generic TLDs, Internationalized TLDs and Internationalised email IDs are treated consistently, regardless of script, number of characters, or how new it is and are accepted equally by all Internet-enabled applications, devices, and systems.

The UA India programme targets to create an "eco-system" and implement UA acceptance in Private and Government organisation's websites, emailing systems, applications and devices. Towards this UA Technical "Knowledge Dissemination and Support Centre" is established at New Delhi.

Objective:

The primary objective of this RFP is to identify organisation(s) who can operationalize and manage the UA Support Center and to ensure the UA readiness of various Govt and private Websites / Application / email services / frameworks and provide timely technical support.

The selected organisation will be responsible for effectively establishing and maintaining a reliable, efficient, and customer-oriented UA Support Center. Moreover, the selected organisation will be responsible for staffing, equipping, and maintaining the IT Support Center.

B) Scope of Work:

The selected organisation(s) shall be responsible for the following tasks and deliverables:

a. Facility Setup:

Establishing the physical infrastructure required for the UA Support Center, including workstations, network connectivity, and necessary equipment, ensuring compliance with all relevant health, safety, and security regulations.

(Currently the physical infrastructure is made available at FICCI, New Delhi)

b. Staffing and Training:

Providing qualified and skilled UA support personnel to handle support requests via various channels (tickets, phone, email, chat).

Managing a team of trained support members, including recruitment, onboarding, and continuous training to enhance their technical expertise and customer service skills.

c. Service Provision:

- Providing technical support to the employees and customers, ensuring prompt response times and efficient resolution of issues.
- Managing service level agreements (SLAs) to meet or exceed defined response and resolution targets.
- Implementing incident tracking and management systems to effectively handle support requests and monitor performance.

d. Knowledge Base and Documentation:

- Developing and maintaining a comprehensive knowledge base and documentation repository to facilitate faster issue resolution and support self-help.
- Regularly updating knowledge base articles and documentation based on emerging issues and solutions.

e. Performance Monitoring and Reporting:

- Implementing monitoring systems to track the performance of the UA Support Center, including metrics such as response times, resolution rates, customer satisfaction, and first-call resolution.
- Providing regular reports on support center performance, including key performance indicators (KPIs) and recommendations for improvement.

Evaluation Criteria:

The proposals will be evaluated based on the following criteria:

- Technical approach and methodology.
- Qualifications and expertise of proposed staff.
- Pricing and cost-effectiveness.
- Ability to meet service level agreements.
- References and client testimonials.

Confidentiality:

All submitted proposals and related documents shall be treated as confidential by National Internet Exchange of India (NIXI).

CHAPTER B III: SCOPE OF SUPPLY/ SERVICES

Objective:

The objective of this project is to establish a support centre that provides assistance and guidance to individuals and organizations facing Universal Acceptance challenges. The support centre should offer a range of services to promote and facilitate the adoption of Universal Acceptance principles, addressing issues related to email addresses, domain names, websites, and other internet applications.

Scope of Work:

Establishing the support centre, including methodologies for identifying and addressing Universal Acceptance challenges. The centre will also employ a combination of research, analysis, and best practices to develop a comprehensive support framework.

The scope of work for the establishment of the support centre includes, but is not limited to, the following:

a. Needs Assessment:

Conduct a comprehensive needs assessment to identify Universal Acceptance challenges faced by different user groups, including individuals, businesses, and organizations. This assessment should involve surveys, interviews, and data analysis to gather insights into the specific requirements and barriers.

b. Solution Design:

Develop a detailed solution design for the support centre, outlining the infrastructure, technology platforms, and tools required to address Universal Acceptance challenges

effectively. The design should consider scalability, accessibility, and compatibility with different operating systems and devices.

c. Service Offerings:

Define the range of services to be provided by the support centre, such as:

- **Helpdesk Support:** Offer technical assistance and troubleshooting for Universal Acceptance issues through various channels (e.g., phone, email, live chat).
- **Training and Awareness:** Develop and deliver training programs, webinars, and workshops to raise awareness and educate stakeholders on Universal Acceptance best practices.
- **Documentation and Resources:** Create and maintain a comprehensive knowledge base, FAQs, and instructional materials to guide users in resolving Universal Acceptance challenges independently.
- **Collaboration and Advocacy:** Engage with industry stakeholders, standards organizations, and policy makers to promote Universal Acceptance and drive broader adoption.

d. Infrastructure Setup:

Establish the necessary infrastructure, including hardware, software, network connectivity, and security measures, to support the operation of the support centre.

e. Staffing and Training:

Recruit and train a dedicated team of support centre staff with expertise in Universal Acceptance, customer service, and technical troubleshooting. Develop a comprehensive training program to ensure staff are equipped to handle diverse Universal Acceptance issues effectively.

f. Performance Monitoring and Reporting:

Implement a monitoring system to track and measure the performance of the support centre, including response times, issue resolution rates, customer satisfaction, and adherence to service level agreements (SLAs). Provide regular reports on key performance indicators (KPIs) to assess the success of the support centre.

Proposal Submission:

Interested organizations are requested to submit a detailed proposal addressing the following:

- a. Overview of the organization, including relevant experience in Universal Acceptance, customer support, and technology implementation.
- b. Approach and methodology for establishing the support centre, including a timeline with key milestones.

- c. Detailed scope of services to be provided, including the proposed service delivery model.
- d. Team relevant expertise and experience.
- e. Pricing structure, including any upfront costs, ongoing maintenance fees, and options for scalability.
- f. Any additional information, such as client references, case studies, or certifications, that demonstrate the organization's capabilities.

Broad level activities:

- Creation of Database of website (Govt and Private) addresses (ASCII / IDN) and contact details of web information managers / developers from NIXI/ NIC.
- Checking the websites and locating the websites associated test URL having email field is functional, if not update the status and also find out test URL having email field for testing.
- Conduct testing to confirm if the website is not supporting the EAI email types in the input field. The testing will be done using email addresses based on domains in UASG004 (data file) using the following categories.
 - a. `ascii@ascii.newshort`
 - b. `ascii@ascii.newlong`
 - c. `ascii@idn.ascii`
 - d. `ascii@ascii.idn`
 - e. `unicode@ascii.ascii`
 - f. `unicode@idn.idn` (Chinese)
 - g. `unicode@idn.idn` (Arabic, right-to-left script)
- Prepare a standard message for the website developers/webmasters which will indicate the purpose of communication, email or EAI support issues based on testing and portal links to the relevant reports for additional details.
- Sending Introductory bulk email along with questionnaire for capturing website development technology stack. Identifying contact emails and sending introductory emails may happen in parallel.

Likely Questionnaire: capturing requisite information (Tentative) from website authorities.

1	Website Design	<input type="checkbox"/> <i>Inhouse</i>	<input type="checkbox"/> <i>Third party</i>	Details including whether open source / proprietary with versions
2	Hosting of website	<input type="checkbox"/> <i>Own infra</i>	<input type="checkbox"/> <i>Third party hosting services</i>	
3	Platform / technology stack used for website design	<ul style="list-style-type: none"> • Front end • Backend (including scripting languages) • Database • Operating system 		

		• Desktop & /or mobile friendly		
4	Mailing System Design	<input type="checkbox"/> <i>Inhouse</i>	<input type="checkbox"/> <i>Third party</i>	
5	Mail system hosting	<input type="checkbox"/> <i>Own infra</i>	<input type="checkbox"/> <i>Third party hosting services</i>	
6	Use of HTML <input> element with "type"	<input type="checkbox"/> <i>Email</i>	<input type="checkbox"/> <i>URL</i>	<input type="checkbox"/> <i>Text - for email / URL</i>
7	Validation, if any, for HTML <input> element	<input type="checkbox"/> <i>Default</i> <input type="checkbox"/> <i>Custom Regex</i> <input type="checkbox"/> <i>Script, pl. specify</i>	<input type="checkbox"/> <i>Default</i> <input type="checkbox"/> <i>Custom Regex</i> <input type="checkbox"/> <i>Script, pl. specify</i>	<input type="checkbox"/> <i>Default</i> <input type="checkbox"/> <i>Custom Regex</i> <input type="checkbox"/> <i>Script, pl. specify</i>

The above may undergo revision

- Monitoring email communication, sending humble reminders, as the case may be to maximize the reach out.
- Collating responses received from webmasters / web owners, segregating them for possible remediation, update the status, define the next course action and communicate.
- Follow-up for each website, respond to the inquiries and engage with the website contacts to help resolve UA acceptance issues.
- Provide regular monthly reports to the committee on the progress of remediation and progress status for the duration of the project.
- A summary report at the start of each month which should include the following:
 - a. Project progress (including total follow-ups, responses, and positive responses for the month)
 - b. Summary of inquiries received, and issues faced
- Lessons learned and best practices identified
- Updating the implementation progress on dashboard

Identifying and providing solutions

- Filled questionnaire will provide insight on following points
 - a. Technologies used for website development such as front and backend.
 - b. Details of EAI acceptance and validation if any
- Whether website uses third party development / hosting services, which may provide certain information on how quick the remediation can take place at website authorities / website owner's end.
- Segregating the websites based on the technologies used, so as to propose standard remediation process.
- Working with CDAC for proposing suitable solution, if not available as standard solution.

Awareness / Technical sessions

- Conduction of series of lightning online "UA Awareness Programme" and "Technical solutions sessions" to a group of websites developers, authorities or interested members with maximum possible participation.

- Provisioning of online platform for conducting and recording the session.
- Sessions may be categorized for Technologies used by the developers of the website, or it could be generic in case of all technology sessions to be performed in same time. It will depend upon the Questioner data we receive and availability of the website owners.
- Separate email invitation sent out for all expected participant.
- After each session detail record of the websites and participants will be maintained in the particular excel and will be available for download online in Report section.
- Recordings of session for future reference.

Implementation Status:

- Dashboard access credentials will be provided by NIXI. The dashboard will be updated by the Implementation and support Team. Dashboard may have status of different stages progress.
- The dashboard will also have EAI remediation progress status. The remediation stages and status will be part of the dashboard
- Facts / figures will be updated on the dashboard, links to various relevant UASG technical reports will be provided.
- It is likely that some of the websites may defer implementation of solution because of scheduled updates, or any other reason, for those “challenges and solution” the same will be documented for reference.
- Since the websites uses various technologies and development stack, it is likely that few of the IDNA libraries which are part of possible solution are unavailable. Herein it is planned to provide maximum possible extent the technical implementation details so that the website may implement appropriate solution for their respective platform. UA readiness solution may consist of available and as is where is basis IDNA libraries. External third-party dependencies for solution implementation will be taken care by the website authorities, however, all the requisite technical support will be extended
- All possible efforts will be made for fruitful and meaningful engagement with the web authorities / developers for achieving success in the UA implementation.

CHAPTER B IV BIDDING SYSTEM

1. Bids will be submitted in hard copies at NIXI office Delhi. There is no electronic or digital submission is allowed.
2. The bid should be submitted in two parts. Part-I (Envelope A) is Technical Bid and Part-II (Envelope B) will be Financial/Commercial bid.
3. The Technical Bid will comprise of the following: -
 - a) Eligibility Criteria (Chapter B VII)
 - b) Technical and Project Management related write up (Chapter B VII)
 - c) Skill related write up (Chapter B VII)Besides the above all other papers/documents are to be enclosed in Envelope 'A' as per the tender.
4. The Financial Bid will comprise of the following:-
 - a) Write up on Major Achievements (as per Annexure I)
 - b) Price bid (as per Annexure I)
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.

3.0 Proposal Submission:

Interested vendors should also submit their proposals to NIXI including the following:

a. Organisation Information:

Organisation name, address, and contact details.

Overview of the organisation's experience in Universal Acceptance area, including relevant projects and client references (if any).

b. Technical Approach:

Detailed methodology and approach for operationalizing and managing the UA Support Center, including staffing strategies, training programs, and incident management processes.

c. Staffing Plan:

Structure and size of the support team proposed, along with their qualifications and experience.

Staffing schedule, including shift coverage and availability for 24/7 support.

d. Implementation Timeline:

Proposed timeline for facility setup, staff recruitment, and transition of support services.

e. Pricing:

Detailed pricing structure, including costs for initial setup, ongoing staffing, training, and maintenance.

Any additional costs, such as licensing fees or equipment purchases.

3.1 Schedule table

STAGES OF TENDER	TENDER FOR NIR API INTEGRATION FOR IRINN
Bid Submission Start Date	28-06-2023
Last Date for bid submission	13-07-2023 (3:00 P.M)
Opening of Technical Bid and evaluation	13-07-2023 (3:30 P.M)

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 **rajiv@nixi.in**

3.3 Bid Evaluation Criteria

- a. Tender committee will first evaluate the Technical bid. They can seek any clarification/documents/confirmation, should they need the same for further clarity. (50% weightage)
- b. Financial/Commercial bids of those Bidders whose Pre-Qualification & Technical bids are found suitable by the committee, will be opened. (50% weightage)
- c. Contract will be awarded to H1 bidder, which will arrive at by taking the combined weightage of Technical and Financial Bids.

3.4 Bid Validity

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

3.5 Modification / Substitution/ Withdrawal of bids

- I. No Bid shall be modified, substituted, or withdrawn by the Bidder after the bids due date.
- II. Any alteration/ modification in the bid or additional information supplied subsequent to

the bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.6 Rejection of the Bid:

The bid submitted shall become invalid if: -

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

3.7 Right to reject or scrap the process

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

3.8 Evaluation of Bids

- a. The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated will result in a bid liable for disqualification at technical evaluation stage.
- b. Bids determined to be substantially responsive will be checked by NIXI for any arithmetical errors in computation and summation. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.
- c. Contract will be awarded to the, Highest Scorer (H1) based on their marks obtained in Technical Bids and Financial Bids as stated above.

3.9 General Instructions for Bidding process

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

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

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

The bid submitted shall become invalid if: -

- i) The bidder is found ineligible.
- ii) The bidder does not provide all the documents as stipulated in the bid document.

iii) The bidder has knowingly concealed & misrepresented the facts for shortlisting.

3.10 Tender Fees

The tender fees shall be Rs 2,000/- (Two Thousand), which shall be enclosed in shape of Demand Draft. In case the same is deposited through NEFT, its proof shall be enclosed. The NEFT details, in which the Tender Fees is to deposited are as under:

A/c Name:- National Internet Exchange of India

A/c No. - 629405034094

IFSC- ICIC0006294

Branch: Nehru Place, New Delhi-110019.

3.11 Submission of proposals:

The agencies should submit their proposals in a SEALED Envelope to National Internet Exchange of India (NIXI), 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001, on or before last date of submission as mentioned in Tender Schedule. Refer Annexure I and II for proposal and Documents to be submitted. Once the organisation is technically declared to be fit, it is required to submit all the documents in original (only original copies of scanned copies submitted during RFP submission will be accepted as valid documents). Acceptance of any deviation in the documents is at sole discretion of NIXI

CHAPTER B V EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD) :

The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE & TIME of submission of the Technical and commercial proposal in a SEALED Envelope. The EMD is required to be in the form of Demand Draft in favour of National Internet Exchange of India payable at Delhi, India, for an amount Rs. 2,00,000/-.

The EMD will be returned to the organisation(s) whose offer is not accepted, within 30 days from the date of opening of proposals). In case of the organisation whose offer is accepted, the EMD will be returned on completion of contract period. However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the organisation.

The successful organisation, will be communicated about the acceptance of proposal. Before issuing of work order, the successful organisation must send the acceptance in writing, within 10 days of intimation failing which the EMD will be forfeited.

The EMD may be forfeited if the agency withdraws the proposal during the period of proposal validity or refuses to provide the translation services as specified in the RFP.

It is clarified here that in case of EMD exemptions, an Undertaking shall be given as per Annexure II. (for details, please see “Special Terms and Conditions”)

CHAPTER B VI PERFORMANCE BANK GUARANTEE

- a. The successful bidder should arrange to have Performance Bank Guarantee/ Security Deposit amounting to 3% of the awarded contract value furnished within 10 days of submission of Letter of Acceptance in the case of contracts, and within 10 days of submission of draft Contract Agreement.
- b. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Bank Guarantee/ Security Deposit in accordance with the provisions of this Clause.
- c. Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.
- d. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the Performance Bank Guarantee/ Security Deposit shall be released at the time of expiry / non-renewal / termination of the contract.
- e. The Performance Bank Guarantee/ Security Deposit may be either in the form of Demand Draft in favour of NIXI, New Delhi, or as Bank Guarantee in the format at Form No. -V of this document.
- f. In case Bank Guarantee is furnished as Performance Bank Guarantee/ Security Deposit, the same should be valid by more than ninety (90) days after the expiry of the contract including AMC.
- g. In case Bank Guarantee is furnished as Performance Bank Guarantee/ Security Deposit, it should be sent to NIXI by the concerned Bank, and not by the bidder itself.
- h. The Performance Bank Guarantee/ Security Deposit amount is interest free.
- i. NIXI has the right to encash/ appropriate the whole amount of Performance Bank Guarantee/ Security Deposit in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

CHAPTER B VII ELIGIBILITY CRITERIA

I) BUSINESS & FINANCIAL PERFORMANCE:

Sr. No.	Minimum Eligibility Criteria	Supporting Document		
1	The Bidder should be a company registered Under Companies Act, 1956/2013 and in existence for at least 5 years.	Photocopy of Certificate of Incorporation		
2	The Bidder should have PAN & GSTIN	Self-certified copies Self –certified copies of the audited Balance sheet and profit & loss statement for the last 3 completed financial years (2019-20, 2020-21, 2021-22 *) with adequate section duly marked & tagged. *Unaudited financial statements with self-declaration on company letterhead for year 2020-21 also acceptable		
3	The Bidder should have a minimum average annual turnover of Rs.8 crore during the last financial years from 2019-20 to 2021-22 This must be the individual company turnover and not that of any group of companies.			
		2019-20	2020-21	2021-22
4	Turnover declaration in INR			
5	Experience of similar experience of handling at least 8 no. of projects (of Rs.4 Crore) in last 3 years	Copies of PO, Work orders and Completion Certificates to be attached		
6	The participating organisation must have filed ITRs for last 3 assessment years. (Appropriate document must be submitted in support of this criterion.)	Copies of ITRs		
7	The participating organisation should have qualified manpower for which the RFP is submitted.	Relevant Proof		
8	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-Certification/declaration. If found blacklisted at the latest stage, he/they will removed from panel forthwith.		
9	The company must have at least 10 qualified officers having an experience of similar work	Details of employees		

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

II) TECHNICAL AND PROJECT MANAGEMENT RELATED:

- Experience with web development, including HTML, CSS, and JavaScript
- Strong proficiency in at least one programming language like PHP, Python, Ruby, or Java
- Prior experience of working on Internationalized Domain Names
- Good understanding of the. BHARAT domain names, the associated policies and linguistic nuances
- An understanding of ICANN’s Root LGR specification is desirable
- Experience with internationalization and localization of software applications
- Familiarity with Unicode and character encoding standards
- Strong analytical and problem-solving skills
- Excellent communication and collaboration skills
- Good understanding of various documents produced by the UASG (case-studies, survey reports, test-findings and other initiatives)
- Experience with collaboration tools like GitHub, JIRA, and Slack
- Passion for working in a multicultural and diverse environment

III) SKILLS RELATED:

Desirable Other expected skills:

Technical skills:

Good understanding of domain name system (DNS), email protocols, web development, and other related technologies. This includes understanding how different character sets are encoded and decoded, how applications handle different scripts and languages, and how to ensure compatibility with various operating systems and devices.

Linguistic skills:

Need to have a strong understanding of different languages and writing systems, and how they are encoded and decoded. This includes knowledge of the Unicode standard and how to properly use it in your applications. A good grasp on the way Indian languages is encoded in the Unicode in addition to previous encoding methodologies along with inputting techniques used by people. There are many organizations and users who use legacy software’s and inputting techniques. A know-how about the same is necessary for efficient hand-holding and query resolution.

Cultural awareness:

Need to be aware of the different cultural and linguistic contexts in which applications will be used. This includes understanding how different cultures and languages use domain names and email addresses, as well as being sensitive to issues of language and cultural diversity.

Collaboration and communication skills:

Need to be able to work effectively with others, including technical experts, linguists, and cultural experts. This requires strong communication and collaboration skills, as well as the ability to explain technical concepts to non-technical stakeholders.

In addition to the above, it may also be beneficial to have experience working on open-source software projects and contributing to the development of internationalization libraries and frameworks. The Team should also be willing to continuously learn and adapt to new technologies and standards related to universal acceptance

CHAPTER B VIII EVALUATION CRITERIA

Evaluation of proposal and selection of organisation:

Selection of the organisation will be solely based on the technical capabilities. The participating organisations are advised to submit sufficient documents in support of their capabilities, credentials etc.

The organisations are required to submit documents as detailed in Annexure II. Only the proposals complying with the submission of relevant and complete documents shall be allowed to participate in the evaluation process.

1. Only the organisations who submit the documents as mentioned in Annexure I and Annexure II shall be eligible for evaluation. Such organisations shall be required to undergo a technical evaluation.
2. The technical evaluation of the proposers shall be primarily made on following parameters. This evaluation will be done on per language basis and if qualified will be empanelled for that language:

Proposal Evaluation:

The proposals will be evaluated based on the following criteria:

- a. Experience and Expertise
- b. Approach and Methodology
- c. Cost-effectiveness
- d. Demonstrated Ability to meet Timelines
- e. Overall Value and Quality of Proposal

\

The weightage distribution of the various parameters is as under:

Technical Parameters

- Business & Financial Performance 30%
- Technical & Project Management : 10%
- Skill Related : 10%

Commercial Parameters

- Major Achievements 10%
- Price Bid : 40%

Total : 100%

The party which will score the highest marks (H1) will be declared as the successful bidder.

CHAPTER B IX AWARD OF WORK

The party who qualifies in Technical Bid, only their Commercial Bids will be opened. The work will be awarded to the Highest Scorer (H1) strictly. In case the H-1 is unable / fails to perform, the next i.e. H-2 will be offered the work after recording the reason.

CHAPTER B X SIGNING OF AN AGREEMENT

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

CHAPTER B XI PAYMENT TERMS

The engagement of an agency for operationalising and manning the UA Support Centre is an ongoing exercise. The agency will provide the support for operationalising and manning the UA Support Centre. The payment will be made to them periodically as decided mutually for eg. If the payment is to be released quarterly then after completion of each quarter the payment will be released as decided. However, it is further clarified that mainly there will be an expenditure of the following nature which will be paid as shown against each of them.

PAYMENT MILESTONES	
<ul style="list-style-type: none">• One Time Charges (OTC)• Recurring Charges• Additional/ Modification (Actual)	<p>On Go Live Monthly As and When Incurred</p>

CHAPTER B XII FORCE MAGEURE

NIXI may consider relaxing some of the terms and conditions as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an 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.

CHAPTER B XIII INTEGRITY PACT

Of late, it has been realized the importance of Integrity Pact. as the vigilance tool in controlling corruption in public contracting and procurement. Therefore, they have issued the instructions to all public offices to insist the party for signing of Integrity pack, which will also be counter signed by the purchaser/buyer. The Integrity Pact will be signed after the award of work.

On May 18, 2009, Government issued Standard Operating Procedure spelling out all the details. The copy of the Integrity Pact is placed at Annexure IV. which shall be signed and stamped by the bidder as well as NIXI.

CHAPTER B XIV SETTLEMENT OF DISPUTES

In case any dispute arises between the NIXI and empanelled agency with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. At the outset, the first effort shall be made to mutually resolve the disputed issues 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:

If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator for giving final verdict. The arbitrator will be appointed if the dispute is not resolved between NIXI and the Contractor 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.
- v. The venue of the arbitration shall be New Delhi.

12.3 Jurisdiction of Courts etc.:

The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

- The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- In case of dispute between the purchaser and bidder, the dispute may be resolved through arbitration process as per the Arbitration & Reconciliation Act 1996 with its seat at New Delhi.

CHAPTER B XV. CHANGE MANAGEMENT

The selected agency shall give prior intimation at least two weeks before changing their workforce personnel's and other resources during the course of an on-going assignment. It is further added that an agency shall ensure that there is proper knowledge transfer as well as handing over of necessary resources to avoid any kind of dislocation of work.

CHAPTER B XVI. 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.

CHAPTER B XVII. LAST DATE FOR RESPONSE OF SUBMISSION OF BID

The bidding parties are advised to carefully go through each clause of tender before submitting their proposal in response to this tender Notice.

The last date for submission of receiving response is mentioned on cover page and Clause III. Any response received after the above deadline will be rejected.

All interested parties may submit their BID 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

In case of any query, you may contact **Shri Rajiv Kumar Manager (R)** on **Phone Number +91-11-48202002** or through his e-mail, rajiv@nixi.in before the last date of submission.

CHAPTER B 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.	P A R T I C U L A R S	ENCLOSED	
		YES	NO
1	PROOF OF ENTITY HAVING 5 YEARS EXISTENCE		
2	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS		
3	PROFILE/ SET UP/ ESTABLISHMENT IN INDIA		
4	PROOF OF MSME/STARTUP/ SC/ST/WOMEN ENTERPRENEUR		
5	PROOF OF EXPERIENCE		
6	SUBMISSION OF NON-BLACKLISTING		
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	PHOTOCOPY OF PAN/ AADHAR CARDS		
14	SIGNED PHOTOCOPY OF THE TENDER		
15	CANCELLED CHEQUE FOR E - PAYMENTS		
16	SUBMISSION OF TECHNICAL BID (ENVELOPE PART I)		
17	SUBMISSION OF PRICE BID (ENVELOPE PART II)		
18	DULY SIGNED CHECK LIST		
19	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).

CHAPTER B 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 to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

1. The Bidder should be public or private limited company registered / incorporated under The Companies Act, 1956.
2. The bidder should have not blacklisted by any Government (Central/State) Department/Undertaking or PSU. A declaration of Non-Blacklisting will be submitted by bidder.
3. Bids should be submitted in physical form in sealed envelope at NIXI office as explained in "Bidding System".
4. NIXI can reject any bid any time without giving any reasons.
5. Any Political/bureaucratic/commercial pressure (directly/indirectly) will amount to disqualification of bid.
6. Court jurisdiction will be Delhi/NCR in case dispute required to be settled in Court.
7. The bidder shall have excellent experience in execution of work as explained in the eligibility criteria.
8. The MSMEs, Start-ups and Women/ SC/ ST Entrepreneurs will get exemption as per the guidelines issued by the Government from time to time.

The Other Terms and Conditions are as under:

- a) After handing over the software and payment of its price to the vendor, it becomes the property of NIXI. No other agency has the right to use the recording elsewhere.
- b) This is a fixed price, and after the payment as per the tender, the party cannot demand anything additional on any account.
- c) Payment terms shall be Quarterly in advance to be calculated from the date of commissioning of link and production of invoice at the address of NIXI H/Q at Delhi.
- d) The completion time for the entire work will be 30 days.
- e) There will be one week notice period from either party. This notice should be submitted in writing and delivered by hand or by official email.

f) 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.*

g) Validity of Tender

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

h) 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.

i) **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.

j) **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.

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

The party shall nominate executive to monitor and review the performance on day to day basis. The following officer from NIXI shall co-ordinate:

Shri Rajiv Kumar, Manager (R)
Phone Number: 91-11-48202002
E-mail: rajiv@nxi.in

[The other terms and conditions can be seen on Annexure I.]

CHAPTER B XX: SPECIAL CONDITIONS OF CONTRACT

(I) Contract Period:

The selected agency(ies) are required to man and provide support related to UA, as stipulated in this document for a period of one year. NIXI reserves the right to extend this contract period by one more year on the same terms and conditions

(II) The Startups / MSME entities can claim the exemption /relaxation after giving such declaration that they fall in these particular categories. Their request must be supported with the relevant registration certificates. It is further clarified that in case of EMD exemptions, an Undertaking shall be given as per Annexure II.

(III) The queries, if any pertaining to this RFP may be sent to rajiv@nixi.in. The replies to queries will be communicated to the respective agencies via e-mail only.

(IV) Validity of Proposals:

The agency should hold their offer valid for a minimum period of 90 days for the date of submission of proposals

(V) Purchaser's Right to amend / cancel

- NIXI reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, etc.
- NIXI reserves the right to cancel the entire tender without assigning any reasons there for.
- NIXI shall have absolute and full authority to empanel any one or more agencies, fully or partly for any language.

(VI) Intellectual Property Rights (IPR):

Any and all Intellectual property generated/created/developed by the agencies shall be exclusively owned by NIXI

(VII) Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Delhi jurisdiction only.

(VIII) Risk and Ownership:

All risks, responsibilities; liabilities pertaining to the services provided by the agency shall remain with selected agency.

(IX) Limitation of Liability:

The agency shall be solely liable for the consequences arising out of breach of any relevant Law/ Act of India pertaining to the services covered under this RFP, for any reasons attributed to the agency

(X) Termination:

In case of the delays in providing the stipulated services or non- Performance pertaining to the services supplied by the agency, NIXI will give written notice to the agency directing to set the things right within 30 days of notice. If agency fails to comply with the requirements, NIXI shall have the right to terminate the contract and / or cancel the order/s.

(XI) Indemnity:

The selected agency shall indemnify, protect and save NIXI from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of infringement of any law pertaining to intellectual property, patent, trademarks, copyrights, safety and security etc. by the agency or such other statutory infringements in respect of services provided by successful agency.

(XII) Assignment:

Selected agency shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NIXI.

CHAPTER C

Annexure I

COMMERCIAL BID

PART I GENERAL

A	Company Details: <ul style="list-style-type: none">▪ Address▪ PAN▪ Aadhar No.▪ GST ***	
B	Contact person details <ul style="list-style-type: none">▪ Name▪ Mobile▪ Email ID	

PART II MAJOR ACHIEVEMENTS

A	Details of projects currently under execution, if any	
B	Major success stories	
C	Details of No. of projects completed in public / Government sector, if any	
D	Details of No. of projects completed in private sector, if any	
E	Additional information in support of proposal as deemed fit	

PART III PRICE BID

S.NO	DESCRIPTION	RATES QUOTED	
		W/O TAX	With Tax
1	One Time Charges (Setting up Cost)		
2	Recurring Charges (Running Cost)		
3	Awareness Programmes (Minimum 16 in a year)		

Explanations:

- i) **One Time Charges (OTC)** are mainly those Expenditure, which are required for setting up of an establishment including Hardware and Software.

- ii) Recurring Charges (RC) are of repetitive nature, which are required to run/ operate including Management Charges/ margins of operator.**
- iii) The training has to be given in the Shape of Awareness Campaigns shall not be less than 16 nos. in a year covering 480 no of audience/ trainees.**
- iv) Please go through the Scope of Work (Chapter II) and Scope of supplies (Chapter III) for detailed understanding.**

UNDERTAKING FOR EMD

Date:

To:

The CEO,
National Internet Exchange of India (NIXI)
9th Floor, B-Wing, Statesman House,
148, Barakhamba Road,
New Delhi 110001

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer to establish and man the UA support centre as per RFP at NIXI, Delhi, in response to your RFP No------. We are hereby submitting our proposal for same. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

- Our proposal shall remain valid for 90-days from the date of submission and that we will not withdraw or modify our proposal during the validity period,
- In case, we are declared as successful organisation and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
- In case, we are declared as successful organisation and an order is placed on us, we undertake, to abide by the terms stipulated in the RFP.
- In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said RFP and /or debarred from any future RFP's /works of NIXI for a period of minimum one year.
- The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and NIXI.)

National Internet Exchange of India (NIXI) hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for_. The Principal values _____ full compliance with all relevant laws of the land, rules, regulations, economic use of _____ and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a

criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub-contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chief Executive Officer, NIXI.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform Chief Executive Officer, NIXI. and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chief Executive Officer, NIXI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chief Executive Officer, NIXI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Executive Officer, NIXI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word "Monitor" word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chief Executive Officer, NXI.

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)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Dated ____

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

Witness 1 :

(Name &Address)

Witness 2 :

(Name &Address)

UNDERTAKING OF TRUE DECLARATION

I/ we, hereby declare that the information furnished above is true, complete and correct to the best of my knowledge and belief.

I undertake the responsibility to inform you of any changes therein, immediately.

It is further declared that I/ we will provide the proofs if desired by NIXI, failing which our bid can be rejected.

I understand that in the event of my information being found false or incorrect at any stage, my/ our proposal shall be liable to cancellation / termination without notice or any compensation in lieu thereof.

SIGNATURES	
NAME OF AUTHORISED PERSON	
NAME OF COMPANY	
AFFIX SEAL OF COMPANY	

CONFIDENTIALITY DECLARATION

I/We, the undersigned, do hereby declare and confirm that I am aware that I have been assigned to render certain services (the “Services”) for the Office of the National Internet Exchange of India (NIXI) in connection with the Agreement, dated ____ 2017, between NIXI and me/ us _____
(Full name of the Contractor).

In connection therewith, I hereby undertake and agree as follows:

1. Certain Definitions

(a) “Confidential Information” means any data, documents, materials or other information disclosed to me in connection with the Services, in any form whatsoever, whether orally, visually, in writing or otherwise (including in computerized or electronic form).

(b) “Permitted Purpose” means the use of the Confidential Information to perform the Services.

2. The Contractor’s Confidentiality Obligations

(a) I understand that the Contractor is subject to confidentiality obligations pursuant to the Contract.

(b) I have read and understand Clause XIX of tender document of NIXI, which will be strictly adhered to.

3. Undertakings

(a) I undertake to conduct myself and render services with a view to ensuring full compliance by the Contractor in view of the Clause XIX. In case of any doubt, I shall consult with NIXI or their nodal officer for their advice.

(b) I shall:

(i) use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as I use with my own similar information that I do not wish to disclose, publish or disseminate; and,

(ii) use the Confidential Information solely for the Permitted Purpose.

(c) Upon the request NIXI, or upon the termination or expiry of my/ our contract, I/ we shall immediately return NIXI all Confidential Information disclosed to me/ us or to which I/we had access during or as a result of the performance of the Services, together with all copies thereof. I/ we further undertake that no information (as per Clause XIX), or documents or stored in the memory shall be disclosed to anyone or misused in any way.

SIGNED: _____

Name: _____

Date:

Place:

ANNEXURE-VI

PERFORMANCE BANK GUARANTEE

Ref:

Date

Bank Guarantee NO.

To

National Internet Exchange of India (NIXI)
9th Floor, B-Wing, Statesman House, 148
Barakhamba Road, New Delhi - 110001

1. Against contract vide Advance Acceptance of the Tender No. dated covering
 (hereinafter called the said "Contract") entered into between the National Internet
Exchange of India (NIXI) (hereinafter called "the Purchaser") and -----
----- (hereinafter called the "Bidder") this is to certify that at the request of the
Bidder we Bank Ltd., are holding in trust in favour of the Purchaser, the amount of -----
----- (write the sum here in words) to indemnify and keep indemnified the
Purchaser against any loss or damage that may be caused to or suffered by the Purchaser
by reason of any breach by the Bidder of any of the terms and conditions of the said
contract and/or in the performance thereof. We agree that the decision of the Purchaser,
whether any breach of any of the terms and conditions of the said contract and/or in the
performance thereof has been committed by the Bidder and the amount of loss or damage
that has been caused or suffered by the Purchaser shall be final and binding on us and the
amount of the said loss or damage shall be paid by us forthwith on demand and without
demur to the Purchaser.
2. We Bank Ltd, further agree that the guarantee herein contained shall remain in full force
and effect during the period that would be taken for satisfactory performance and
fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the
said date and that if any claim accrues or arises against us Bank Ltd, by virtue of this
guarantee before the said date, the same shall be enforceable against us _____ Bank
Ltd, notwithstanding the fact that the same is enforced within six months after the said

date, provided that notice of any such claim has been given to us Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that We Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
5. We Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date

Place

Signature

Witness

Printed name

Bank's common seal)

ANNEXURE-VII**BIDDER PROFILE AND DETAILS OF BANK ACCOUNT FOR PAYMENT**

SL NO	PARTICULARS	TO BE FILLED BY THE BIDDER
1	NAME OF COMPANY	
2	ADDRESS, TELEPHONE & FAX	
3	AUTHORISED PERSON & MOBILE	
4	COMPANY REGISTRATION DETAILS	
5	AVERAGE TURNOVER OF LAST 3 YR	
6	IT RETURNS OF LAST THREE YEARS	
7	NAME OF BANK	
8	BRANCH ADDRESS OF BANK	
9	IFSC CODE	
10	MICR CODE	
11	ACCOUNT NUMBER	
12	TYPE OF ACCOUNT	
13	PAN DETAILS	
14	GST DETAILS	

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

SIGNATURE OF BIDDER/ Authorized representative

ANNEXURE VIII**CHECKLIST**

SL. NO.	P A R T I C U L A R S	ENCLOSED	
		YES	NO
1	PROOF OF 5 YEARS OF EXISTENCE		
2	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS		
3	PROFILE/ SET UP/ ESTABLISHMENT IN INDIA		
4	PROOF OF MSME/SC/ST/WOMEN ENTREPRENEUR		
5	PROOF OF NLD LICENSE ISSUED BY THE APPROPRIATE AUTHORITIES		
6	PROOF OF EXPERIENCE OF SIMILAR EXPERIENCE OF HANDLING AT LEAST 8 NO. OF PROJECTS (OF RS.4 CRORE) IN LAST 3 YEARS		
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

**PROOF OF EXPERIENCE OF AT LEAST EIGHT RENOWNED PRIVATE
COMPANIES AND TWO GOVERNMENT/SEMI-
GOVERNMENT/PSU/STATUTORY BODIES IN THE SIMILAR PROJECTS**

