



National Internet Exchange of India
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](mailto:info@nixi.in)

NOTICE INVITING TENDER

<p>PROPOSAL FOR DEVELOPMENT OF THE SOFTWARE FOR TRAFFIC ANALYSER</p>

CRUCIAL DATE SHEET

STAGES OF TENDER	PROPOSAL FOR DEVELOPMENT OF THE SOFTWARE FOR TRAFFIC ANALYSER
Bid Submission Start Date	07-11-2022
Last Date for bid submission	15-11-2022 (3.00 P.M. at NIXI)
Opening of Technical Bid and evaluation	15-11-2022 (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	PROPOSAL FOR DEVELOPMENT OF THE SOFTWARE FOR TRAFFIC ANALYSER
NATURE OF TENDER	PUBLIC
SCOPE OF TENDER	DOMESTIC
MODE OF BIDDING	TWO BID SYSTEM
TYPES OF BID	1) TECHNICAL BID 2) FINANCIAL BID
EVALUATION CRITERIA	THE LOWEST BIDDER WILL BE CONSIDERED
TENDER FEES	Rs 5,000/-
EARNEST MONEY DEPOSIT	THE BIDDER HAS TO SIGN "BID SECURITY DECLARATION" IN LIEU OF EMD
SECURITY DEPOSIT (SD)	10%
FREIGHT & HANDLING	NOT APPLICABLE
DELIVERY LOCATIONS	AS INDICATED IN TENDER
VALIDITY OF TENDER	90 DAYS FROM DATE OF OPENING OF TECHNICAL BID
DESCRIPTION	NIXI/TECH/008/108/TRAFFIC ANALYSER/2022

C O N T E N T S

CLAUSE	PARTICULARS	PAGE
I.	NIXI Overview	4
II.	Scope of Work	5-6
III.	Bidding System	6-11
IV.	Eligibility Criteria	11-12
V.	Earnest Money Deposit (EMD)	12
VI.	Security Deposit	12-13
VII.	Signing of An Agreement	13
VIII.	Payment Terms	14
IX.	Force Majeure	14-15
X.	Integrity Pact	15-16
XI.	Settlement of Disputes	16
XII.	Change Management	17
XIII.	Liquidated Damages	17
XIV.	Last Date for Response of submission of BID	18
XV.	Documents required to be submitted with bid.	19
XVI.	Warranty and Annual Maintenance Contract	20
XVII.	General Conditions of Tender	20-21
XVIII.	Special Conditions of Tender	21-26
	<u>Annexures & Formats</u> Financial/ Price Bid (Annexure I) Bid Security Declaration (Annexure II) Integrity Pact (Annexure III) Undertaking (Annexure IV) Confidentiality Declaration (Annexure V) Performance Bank Guarantee (Annexure VI) Bank Details (Annexure VII) Check List (Annexure VIII)	

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, Bengali, Gujarati, Manipuri, Punjabi, Tamil, Telugu and Urdu languages were launched during the year 2014-15. The General availability of all the remaining Indian languages i.e. Assamese, Kannada, Oriya, Malayalam, Santali, Sanskrit, Sindhi, Kashmiri started from 15th July, 2020

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

Website – www.irinn.in

II. SCOPE OF WORK

1. Scope of Work

The Scope of the work for the project is divided into 03 (three) parts, detailed below.

- a. Supply of traffic analyser tool
- b. Deployment of Solution
- c. Support for maintenance of solution tool

2. Infrastructure Requirement

Below are the detailed requirements from the solution.

S.NO	Technical Requirements
1	Software should analyse Traffic for all node at Central location
2	Software Should present Traffic of individual member
3	Software should have console for individual Member where member can see traffic related to their network
4	Software should have capability to shown aggregate traffic on each Node
5	Software should have option where we can add details of individual member like Contact and Technical details
6	Software should analyse traffic via sFlow, Jflow, netflow etc.
7	Software should analyse traffic of IPv4 and IPv6 address
8	Software should able to monitor ASN to ASN base traffic
9	Software should analyse traffic of MAC address
10	Raw flow data can be retrieved for instant troubleshooting or traffic analysis report re-building.
11	The system supports user customizable Top-N reports for the defined network objects.

S.NO	Security Requirements
1	Software must have option to block unwanted access
2	Software must save all user log
3	Software must save user login and logout log for security purpose
4	Bidder must ensure that system should not get compromised with any threat
5	Software must have two level of privilege one for admin and another for user

S.NO	Management
1	Software must have option to Create individual login for all Member
2	Software must have two different consoles (admin and User)
3	Support flexible permission control based on user groups
4	Support a multi-tenant portal, allowing access to data both for multiple internal and external organizations

3. Project schedule

S. No	Product / Service Delivery	Timeline
1	<u>Installation and Commissioning</u> a. Development of Software b. Delivery at Respective Nodes	3 Weeks 1 Week
2	<u>System Integration</u> a. One L2 and one L3 node connected after validation b. All nodes be connected	1 Week 1 Week
3.	Going live	6 weeks

III. BIDDING SYSTEM

1. Bids will be submitted in hard copies at NIXI office Delhi. There is no electronic or digital submission is allowed.
2. The bid should be submitted in two parts. Part-I (Envelope A) is Technical Bid and Part-II (Envelope B) will be Financial/Commercial bid.
3. Technical bid will contain all the documents/compliance asked in General Term of conditions along with Technical Compliance, which is to be enclosed in Envelope A. Please do not put Financial Bid/Commercial bid in technical bid/ Envelope A this would lead to summary rejection of the bid. The Financial Bid has to be enclosed in Envelope B.
4. Financial/Commercial bid will contain schedule of prices as per the Financial/Commercial Bid format.
5. Both Technical and Financial/Commercial bid should be kept in separate envelope and this envelopes should be kept in on large envelope. All the envelopes should be properly sealed.
6. Each page of the tender bid should be signed and sealed by authorized signatory.
7. No bid will be accepted post the last date and time mentioned in the tender document. However, NIXI reserves the right to extend the date and time of bid submission.

3.1 Schedule table

STAGES OF TENDER	PROPOSAL FOR DEVELOPMENT OF THE SOFTWARE FOR TRAFFIC ANALYSER
Bid Submission Start Date	07-11-2022
Last Date for bid submission	15-11-2022 (3.00 P.M. at NIXI)
Opening of Technical Bid and evaluation	15-11-2022 (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 soumen@nixi.in.

3.3 Bid Evaluation Criteria

- a. Tender committee will first evaluate the technical bid. They can seek any clarification/documents/confirmation, should they need the same for further clarity.
- b. Financial/Commercial bids of those Bidders whose Pre-Qualification & Technical bids are found suitable by the committee, will be opened.
- c. Contract will be awarded to L1 bidder, which will arrive at as per Financial/Commercial Bid format inclusive of taxes.

3.4 Bid Validity

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

3.5 Modification / Substitution/ Withdrawal of bids

- I. No Bid shall be modified, substituted, or withdrawn by the Bidder after the bids due date.
- II. Any alteration/ modification in the bid or additional information supplied subsequent to the bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.6 Rejection of the Bid:

The bid submitted shall become invalid if: -

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

3.7 Right to reject or scrap the process

The NIXI reserves the right to accept or reject any Tender, and to scrap/ cancel the Tender process and reject all Tenders, in full or part, 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

Technical Evaluation Criteria

Technical evaluation will be based on technical compliance & marks obtained against the technical presentation as per the marking scheme (details given below). Absence of non-compliance or non- submission of technical supporting documents may lead to rejection

EVALUATION SCHEME

1. **EVALUATION OF ELIGIBILITY CRITERIA (2 PARAMETERS)**
 - General
 - Specific
2. **TECHNICAL EVALUATION CRITERIA (3 PARAMETERS)**
 - Technical Requirements
 - Security Requirements
 - Management
3. **MARKS BASED EVALUATION (5 PARAMETERS: 100 MARKS)**
 - Technical Strength
 - Solution Architecture
 - Project/ Work Done
 - Resource Skill Set
 - Presentation and POC
4. **EVALUATION OF FINANCIAL BID**

S.NO	Technical Requirements	Compliance
		(Y/N)
1	Software should analyse Traffic for all node at Central location	
2	Software Should present Traffic of individual member	
3	Software should have console for individual Member where member can see traffic related to their network	
4	Software should have capability to shown aggregate traffic on each Node	
5	Software should have option where we can add details of individual member like Contact and Technical details	
6	Software should analyse traffic via sFlow, Jflow, netflow etc.	
7	Software should analyse traffic of IPv4 and IPv6 address	

S.NO	Security Requirements	Compliance
		(Y/N)
1	Software must have option to block unwanted access	

2	Software must save all user log	
3	Software must save user login and logout log for security purpose	
4	Bidder must ensure that system should not get compromised with any threat	
5	Software must have two level of privilege one for admin and another for user	

S.NO	Management	Compliance
		(Y/N)
1	Software must have option to Create individual login for all Member	
2	Software must have two different console (admin and User)	

Financial evaluation

- a. The financial bid will evaluate the following.
- i. The total costs will include the cost of software / Installation / support with applicable taxes.
 - ii. Cost of subscription will be taken for 3 years (aggregated).
 - iii. Subscription cost will include the software AMC and manpower support.

Evaluation procedure will be conducted as per over all marking scheme given below

S. No	Parameters	Criteria	Documents	Marks
1	Technical Strength of the Bidder	Present Strength of Technical Manpower for support purpose (Development/Maintenance/ Updating) as on bidding date should be not less than 30 resources.	Affidavit/ Certificate on the letter head in this regard	5
2	Solution Architecture	Architectural design of the solution – robust, scalable etc.	Technical Presentation of the Solution Architecture	15

3	Projects / Work Done	The bidder must have successfully executed/complete IT projects as per the “Scope of Work” in telecom companies in the areas of TSP/ISP.	Certificate on letter head from respective TSP/ISP’s.	10
4	Resource Skillset	Manpower Skillset – Skills, Experience etc.	Profiles of Manpower	10
5	Presentation and POC	Detailed Technical Presentation & POC and evaluation of capabilities	Technical Presentation	60

Note: Please see Eligibility Criteria /cga=

The bidder is required to obtain minimum 70 evaluation marks to be eligible for financial bid opening.

3.9 Tender Fees

The tender fees shall be Rs 5,000/- (Five Thousand), which shall be enclosed in shape of Demand Draft. In case the same is deposited through NEFT, its proof shall be enclosed. The NEFT details, in which the Tender Fees is to deposited are as under:

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

IV. ELIGIBILITY CRITERIA

PART-A GENERAL CRITERIA

Sr. No.	Minimum Eligibility Criteria	Supporting Document
1	The Bidder should be a company registered under Companies Act, 1956/2013 and in existence for at least 3 Years.	Photocopy of Certificate of incorporation
2	Bidder should have experience of supply and commissioning of Traffic Analyser to any govt / private company covering minimum 10 nodes. The software solution supplied should have all the feature of Technical, Security and Management functions listed above.	Relevant Proof to be enclosed

3	The Bidder should have PAN & GSTIN	Self-Certified Copies		
4	The Bidder should have a minimum average annual turnover of Rs. 2.0 crore during the last financial years from 2018-19 to 2020-2021 (This must be individual company turnover and not that of any group of companies)	Self-Certified copies of the audited Balance sheet and profit & loss statement for the last 3 completed financial years (2018-19, 2019-20, 2020-21*) with adequate section duly marked & tagged. *Unaudited financial statements with Self-Declaration on company letterhead for year 2020-21 also acceptable.		
		2018-19	2019-20	2020-21
5	Turnover declaration in INR			
6	The bidder has never have been blacklisted/barred/disqualified by any regulator/statutory body or any PSU or any Company/State Government/Central Government.	Self-Declaration/Declaration. If found blacklisted at the latest stage, he/they will remove from panel forthwith.		

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

PART-B SPECIFIC CRITERIA

S. No	Parameters	Criteria	Documents	Marks
1	Technical Strength of the Bidder	Present Strength of Technical Manpower for support purpose (Development/Maintenance/ Updating) as on bidding date should be not less than 30 resources.	Affidavit/ Certificate on the letter head in this regard	5
2	Projects / Work Done	The bidder must have successfully executed/complete IT projects as per the "Scope of Work" in telecom companies in the areas of TSP/ISP.	Certificate on letter head from respective TSP/ISP's.	10
3	Resource Skillset	Manpower Skillset – Skills, Experience etc.	Profiles of Manpower	10

Note: These three parameters of 25 marks will be included in the overall evaluation of 100 marks as indicated in the **Bidding System Chapter III**.

V. EARNEST MONEY DEPOSIT (EMD)

Due to the Pandemic conditions prevailing in the country, there is slowdown in economy. Therefore, Ministry of Finance vide their **OM No F. 9/4/2020-PPD dated 12-11-2020** has decided that no provision regarding Bid Security should be kept in Bid Documents in future and only provision of "**Bid Security Declaration**" should be kept in the Bid Documents, which is placed at Annexure II.

VI. SECURITY DEPOSIT (PERFORMANCE BANK GUARANTEE)

- a. The successful bidder should arrange to have Performance Bank Guarantee/ Security Deposit amounting to 10% of the awarded contract value furnished within 10 days of submission of Letter of Acceptance in the case of contracts, and within 10 days of submission of draft Contract Agreement.
- b. The 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 for the currency of contract
- 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.

VII. SIGNING OF AN AGREEMENT

The agreement to be signed will cover the general conditions of the contact and scope of operations/ arrangements, which is binding of the part of both parties The agreement will be signed by both the parties on the stamp of paper of Rs 100/-

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

VIII. PAYMENT TERMS

Payment to vendor shall be released from time to time, which is linked with the completion of the following milestones:

First milestone: payment after supplies (50%)

Second milestone: payment after commissioning and report validation (30%)

Third milestone: payment after GO LIVE (20%)

COMMERCIAL CONSIDERATION AND PAYMENT SCHEDULE

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

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

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

IX. 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.

X. 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.

XI. SETTLEMENT OF DISPUTES

NIXI has always believed that disputes arising shall be mutually resolved so as to maintain harmonious relationship with the party. However, in case of any dispute, which is not resolved shall be referred to arbitrator for the settlement who will be appointed by CEO, NIXI.

11.1 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.

11.2 Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between NIXI and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.

- i. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- ii. The decision of the arbitrator(s) shall be final and binding upon both parties.
- iii. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NIXI and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself.
- iv. All arbitration awards shall be in writing and shall state the reasons for the award.

11.3 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.

XII. 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.

XIII. 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.

XIV. LAST DATE FOR RESPONSE OF SUBMISSION OF BID

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

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

All interested parties who can hand over the space in Data Centre at the above-designated locations shall submit their quote along with the feasibility by the above deadline positively at the following address:

National Internet Exchange of India(NIXI)
9th Floor, B-Wing, Statesman House,
148, Barakhamba Road,
New Delhi-110 001
Phone: +91-11-48202000
Email: nixi@nixi.in

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

XV. 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 COMPANY RESGISTERED WITH 3 YEARS EXISTENCE		
2	PROOF OF EXPERIENCE OF SUPPLY AND COMMISSIONING OF TRAFFIC ANALYSER		

3	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS (2.0 CRORES)		
4	PROOF OF MSME/SC/ST/WOMEN ENTREPRENEUR		
5	PHOTOCOPY OF PAN/ AADHAR CARDS		
6	PROOF OF TENDER FEES		
7	SUBMISSION OF PRE-BID DECLARATION		
8	SUBMISSION OF INTEGRITY PACT		
9	SUBMISSION OF CONFIDENTIALITY DECLARATION		
10	SUBMISSION OF BANK DETAILS		
11	SUBMISSION OF UNDERTAKING THE INFORMATION SUBMITTED BY THEM IS TRUE, CORRECT & COMPLETE		
12	SUBMISSION OF DECLARATION OF NON-BLACKLISTING		
13	SIGNED PHOTOCOPY OF THE TENDER		
14	CANCELLED CHEQUE FOR E - PAYMENTS		
15	SUBMISSION OF TECHNICAL BID [ENVELOPE 'A' (PART I)]		
16	SUBMISSION OF PRICE BID [ENVELOPE 'B' (PART II)]		
17	DULY SIGNED CHECK LIST		
18	ANY OTHER DOCUMENT/S BEING SUBMITTED		

- 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 are enclosed otherwise their bid will be rejected.
- d. The documents enclosed shall be listed in the prescribed format of checklist (Annexure VIII).

XVI. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

Warranty period starts from the date of software delivery. 5 years comprehensive AMC has to be given by software provider for operation and maintenance i.e., after 1 year free warranty period. Warranty & AMC both should include 24X7 support, latest software upgrades. Also any latest version released should be automatically upgraded. Call Logging Process/ AMC Process should be clearly defined highlighting the relevant telephone, E-mail, or Fax which is available on a 24x7 basis.

XVII. GENERAL CONDITIONS OF TENDER

Following are the general terms & conditions are for this tender. The bidder 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 described in Clause II & Clause V.

8. Instructions for tender process

- a) Physical copies of bid may be in two attachments (Technical and financial) at NIXI office.
- b) Bidder should submit their compliance against each columns in technical bid. Each column of financial bid should be filled up.
- c) Technical compliance should be supported with relevant documents.
- d) Bids should be completed in all respects, must be emailed on or before the last date specified in the schedule of events.
- e) The NIXI may, at its own discretion, alter/extend the last date for submission of tenders.
- f) All the bids(Technical and Financial) must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract.
- g) In exceptional circumstances, prior to expiry of the original time limit, the NIXI may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.
- h) No Bid shall be modified, substituted or withdrawn by the Bidder after the bids due date.
- i) Any alteration/ modification in the bid or additional information supplied subsequent to the bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- j) The bid submitted shall become invalid if: -
The bidder is found ineligible.
The bidder does not provide all the documents as stipulated in the bid document.

i. **Terms and Conditions:**

- i) All equipment deployed must be compatible with Indian electrical standards and codes.
- ii) Engineering documentation on the physical sizes and weights of all major and minor components must be submitted.

i. **Instruction for tender bid submission:**

The bidders are required to submit hard copies of their bids (technical and financial) at NIXI office. The bids should be signed and sealed by the approving authority. Both technical and financial bids will be opened in presence of bidders and after scrutiny successful bidder will be informed later on email.

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

i. **Assistance to bidders:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the following email id: soumen@nixi.in

XVIII. SPECIAL CONDITIONS OF TENDER

a) **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.

b) **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.

c) Training Clause

The successful bidder shall provide training at the time of trial installation and finalization of software to the NIXI Teams. The Vendor is required to train NOC resources at NIXI, to enable to handle the system software after expiry of warranty period. The number of participants will be 10(Ten). [Software training](#) and on-going support to be provided via on-line and tutorials. The successful bidder will also provide at least two(2) training sessions per year to update Nixi on enhancements/changes the Software.

d) Confidentiality Clause

Each party hereby acknowledges that it may be exposed to the other party's and its affiliates' "Confidential Information," which shall include any confidential or proprietary information of a party that is disclosed in any manner and in any media to the other party in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of non-public information.

The parties have adhered this provision 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.

e) Rights of NIXI

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 honour 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.

f) 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.

g) Permits, Taxes and other duties:

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

h) Penalties

If the successful tenderer will not hand over within the stipulated time as indicated in the PO, the penalty of 0.5% will be imposed per day, which will not be more than 10%.

h) Security

a) Physical access to the Data Centre is managed by their management. Access is restricted to authorized personnel and those escorted by authorized personnel. Authorized personnel who are not staff of NIXI are required to sign in each time they enter the Data Centre and the time spent in the centre is tracked.

b) Access to the Server Farm, Electrical room, BMS room, NOC and staging area is restricted and limited to the permission available from NIXI.

c) In case NIXI network resources are shared following issues are to be taken into consideration: -

I. Patch Level and Security Scan: LD will be responsible for maintaining patch levels on their applications in a way that ensures network security. A security scan is required for co-located servers before they are activated. Periodic scans after activation will occur to ensure that the machine's security level meets network security team expectations.

II. Network: NIXI will provide protection of Line Department's resources at all levels of data classification. Firewalls are implemented as necessary for secure data transmission. Intrusion detection is implemented to examine traffic by matching signatures of known malicious activity and restricts malicious traffic.

l) Service Disruption:

There shall be strict monitoring by the data centre authorities so that the services of the exchange shall not hampered. If the data centre authorities will notice that there is some disruption and further monitoring system notifies that a system is not functioning, the prompt action should be taken. NIXI will respond to the incident monitoring and reporting services.

c) Restore time: Data centre authorities will restore services within the target resolution times set in the incident Management Severity Level Response chart at the stipulated rates.

d) Escalation: Service disruptions will escalate to the next higher severity as the target resolution time for the current severity level is exceeded or is expected to exceed resolution time.

j) Service Continuity:

Continuity ensures that in case of catastrophic failure, the services can be restored within an agreed upon period. Disaster Recovery (DR) services are excluded in this agreement, although can be added at a later stage.

k) Service Modifications:

The data centre authorities may from time to time modify Co-location service by adding; deleting or modifying its features and the subscriber agrees and undertakes to be bound by such modification until the expiry of the minimum contract period. However, after the expiry of the minimum Contract period the subscriber at its option continues or terminates this agreement at its option.

m) Contract Period & Termination

The arrangement shall come into effect from the date of formal agreement and shall remain in force for a minimum Contract period of one year. Thereafter, the Agreement shall stand renewed automatically for a further period of one year. After completion of above two years, the contract shall be renewed further with express written consent of both the parties for the specific period mentioned therein.

The customer shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period. In that case, Data Centre shall repay him or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the customer's liability for rental ceases.

Data Centre shall be entitled to discontinue the service forthwith without any prior notice to the customer if he makes or allows any unauthorized / illegal use of Co-location service.

n) Indemnity

Subscriber will be responsible and liable for and will indemnify the NIXI. The provision of the Service to the Subscriber including but not limited to claims for

defamation, infringement of copyright or any other intellectual property rights and any breach or non-observance of any term of this Contract by the Subscriber.

o) Severability:

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly gives effect to the original intent of the unenforceable provision.

p) Exit Management

Up on expiry of the contract period of premature closure of contract due to any reason following exit management will be binding on the vendor

The exit management requirements as elaborated below must be read in conjunction to and in harmony with related clauses of this tender.

- a. Given the critical nature of the service, it is imperative that a well-defined exit management strategy be made ready which will enable easy transition of activities when the contract expires/ is truncated.
- b. Accordingly, the bidder shall submit an exit management plan, which will focus on the key activities it will perform to ensure that a seamless transition of knowledge and activities be possible, and the same shall be evaluated. The exit management plan will be based on the plan proposed by the bidder in its technical proposal. The final exit management plan will have to be mutually agreed upon by both NIXI and the bidder.
- c. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the scope of work as in the contract, the bidder shall ensure proper and satisfactory transition is made to the other agency.
- d. In case NIXI wants to take over the project itself, then bidder has to ensure proper transition to the team designated by NIXI.
- e. All risks during transition stage shall be properly documented by bidder and mitigation measures be planned in advance and recorded in the exit management plan so as to ensure smooth transition without any service disruption.
- f. The bidder shall provide all knowledge transfer of the system to the satisfaction of NIXI as per the specified timelines.

q) General:

- 1) The party shall intimate the contact details of customer care executive (along with alternative contact details) assign to NIXI. NIXI complaints shall be attended on 24x7x365 basis.
- 2) The party shall nominate executive to monitor and review the performance on day-to-day basis. The following officer from NIXI shall co-ordinate:

Shri Soumen Bhowmik Assistant Manager (Technical)
Phone Number: +91-11-48202000
E-mail: soumen@nixi.in

XX

ANNEXURE-I

Financial / Price Bid

Schedule of Rates as per the Scope of Work

P A R T I C U L A R S	R A T E S Q U O T E D
COST OF COMPLETE WORK INCLUDING TENDER FOR DEVELOPMENT OF THE SOFTWARE FOR THE TRAFFIC ANALYSER	
GST AND OTHER TAXES	
GRAND TOTAL	

Notes:

1. Please see Clause II (Scope) for the details.
2. All Prices should be inclusive of implementation and deployment. Any third-party product or services needed to make the solution operational should be provided at NO-COST by the bidder.

ANNEXURE-II

BID SECURITY DECLARATION

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We, the undersigned, declare that: I/We understand that, according to your conditions, a Bid Securing Declaration must support bids.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am I/We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or reuse to execute the contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) The receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

Name:

Capacity:

On behalf of (insert complete name of Bidder)

Dated on----- day of-----

(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-III

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 principle 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 includes both singular and plural.

Section 10: Pact Duration

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

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

Section 11: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e.
**9th Floor, B-Wing,
Statesman House, 148,
Barakhamba Road,
New Delhi-110 001 India**
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)
Bidder/Contractor)

(For & on behalf of

(Office Seal)

(Office Seal)

Place _____

Dated _____

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

UNDERTAKING

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

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

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

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

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:

PERFORMANCE BANK GUARANTEE

Ref:

Date

Bank Guarantee NO.

To

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

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

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

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

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

CHECK LIST

SL. NO.	P A R T I C U L A R S	ENCLOSED	
		YES	NO
1	PROOF OF COMPANY REGISTERED WITH 3 YEARS EXISTENCE		
2	PROOF OF EXPERIENCE OF SUPPLY AND COMMISSIONING OF TRAFFIC ANALYSER		
3	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS (2.0 CRORES)		
4	PROOF OF MSME/SC/ST/WOMEN ENTERPRENEUR		
5	PHOTOCOPY OF PAN/ AADHAR CARDS		
6	PROOF OF TENDER FEES		
7	SUBMISSION OF PRE-BID DECLARATION		
8	SUBMISSION OF INTEGRITY PACT		
9	SUBMISSION OF CONFIDENTIALITY DECLARATION		
10	SUBMISSION OF BANK DETAILS		
11	SUBMISSION OF UNDERTAKING THE INFORMATION SUBMITTED BY THEM IS TRUE, CORRECT & COMPLETE		
12	SUBMISSION OF DECLARATION OF NON-BLACKLISTING		
13	SIGNED PHOTOCOPY OF THE TENDER		
14	CANCELLED CHEQUE FOR E - PAYMENTS		
15	SUBMISSION OF TECHNICAL BID [ENVELOPE 'A' (PART I)]		
16	SUBMISSION OF PRICE BID [ENVELOPE 'B' (PART II)]		
17	DULY SIGNED CHECK LIST		
18	ANY OTHER DOCUMENT/S BEING SUBMITTED		

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.