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NOTICE INVITING TENDER

INSURANCE POLICY FOR FIXED ASSETS

CRUCIAL DATE SHEET

Tender Publish Date	25/10/2021
Tender document Download start (date & time)	25/10/2021
Receipt of Suggestions (by Date & time)	01/11/2021 – 3:00PM
Tender Submission End (Date & Time)	08/11/2021 – 3:00PM
Technical Bid Opening (Date & Time)	08/11/2021 – 4:00PM

Note:

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

TENDER AT A GLANCE

TITLE OF TENDER	INSURANCE POLICY FOR FIXED ASSETS
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	L-1 WILL BE CONSIDERED
TENDER FEES	NO FEES
EARNEST MONEY DEPOSIT	THE BIDDER HAS TO SIGN ‘BID SECURITY DECLARATION’ IN LIEU OF EMD
SECURITY DEPOSIT (SD)	SECURITY DEPOSIT @ 3%
FREIGHT & HANDLING	NOT APPLICABLE
DELIVERY LOCATIONS	DELHI/NCR
VALIDITY OF TENDER	75 DAYS FROM DATE OF OPENING OF TECHNICAL BID
DESCRIPTION	/NIXI/004/Accounts/FAR/2021/23

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I. NIXI OVERVIEW

The National Internet Exchange of India (NIXI) is a non-profit Company incorporated under Section 25 of the India Companies Act, 1956 (now section 8 under Companies Act 2013) with an objective of facilitating improved internet services in the country. NIXI was registered on 19th June, 2003 and performs three operations -

National Internet Exchange of India (NIXI) was set up for peering of ISPs among themselves for routing the domestic traffic within the country, instead of taking it all the way to US/Abroad, thereby resulting in better quality of service (reduced latency) and reduced bandwidth charges for ISPs by saving on International Bandwidth. NIXI is managed and operated on a Neutral basis, in line with the best practices for such initiatives globally.

Website – www.nixi.in

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

Website – www.registry.in

.IN Registry and Internationalized Domain Names (IDNs): Since 2005, NIXI also manages the .IN Registry (www.registry.in) including 15 IDN TLDs. At present, 137 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. IRINN 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. DESCRIPTION OF FIXED ASSETS

DETAILS OF FIXED ASSETS OF NIXI

The fixed assets of NIXI are spread into three departments and Head Office (HO) as give below

Internet exchange Points (IXPs)
NIR/ IRINN
DOT IN (.in)

DETAILS OF FIXED ASSETS (EXCHANGE)

S.NO	REGION	COMPUTER		OFFICE EQUIPMENT		TOTAL	
		Purchase Value	WDV	Purchase Value	WDV	Purchase Value	WDV
1)	Head Office	614,805	4,70,003	4,000	200	6,18,805	4,70,203
2)	Ahmedabad	14,83,855	1,37,876	NIL	NIL	14,83,855	1,37,876
3)	Bangalore	15,17,216	1,63,560	NIL	NIL	15,17,216	1,63,560
4)	Chennai	1,18,15,073	3,54,12,44	NIL	NIL	1,18,15,073	3,54,12,44
5)	Guwahati	14,37,333	8,64,435	NIL	NIL	14,37,333	8,64,435
6)	Hyderabad	15,49,905	1,14,980	NIL	NIL	15,49,905	1,14,980
7)	Kolkata	19,56,261	5,07,931	NIL	NIL	19,56,261	5,07,931
8)	Lucknow	NIL	NIL	NIL	NIL	NIL	NIL
9)	Mohali	NIL	NIL	NIL	NIL	NIL	NIL
10)	Mumbai	1,69,61,226	70,32,831	NIL	NIL	1,69,61,226	70,32,831
11)	Noida	1,28,92,918	37,90,989	NIL	NIL	1,28,92,98	37,90,989
	GRAND TOTAL	502,28,592	1,66,23,849	4,000	200	5,02,32,592	1,66,24,049

SUMMARY OF FIXED ASSETS
(NIXI)

S. N O	PARTICULARS OF ASSETS	.IN		IRINN		EXCHANGE REMARKS		TOTAL	
		Purchase value	WDV	Purchase Value	WDV	Purchase Value	WDV	Purchase Value	WDV
1	Computers	2,91,82,034	20,82,888	12,30,167	1,43,053	5,02,28,592	1,66,23,849	8,06,40,793	1,88,49,780
2	Office Equipment	38,08,198	26,56,192	83,769	32,990	4000	200	38,95,967	26,89,382
3	Furniture & Fixtures	12,48,878	10,23,984					12,48,878	10,23,984
4	Software	4,79,000	4,30,760	73,67,029	7,09,985			78,46,029	11,40,745
5	Office Furniture	73,42,570	56,96,588					73,42,570	56,96,588
6									

	GRAND TOTAL	4,20,60,680	1,18,90,412	86,80,965	8,86,028	5,02,32,592	1,66,24,049	10,09,74,237	2,94,00,489
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DETAILS OF TENDER
(NIXI)

SL. NO.	PARTICULARS	DETAILS
<u>1.</u>	Name of Company (Proposer)	National Internet Exchange of India
<u>2.</u>	Location	Nine Locations
<u>3.</u>	Industry Type	Telecom
<u>4.</u>	Previous Insurer	NIL
<u>5.</u>	Claims Raised (during the year)	NIL
<u>6.</u>	Types of Fixed Assets	Computer, Router & Servers Office Equipment Furniture & Fixtures Software Office Furniture Right to Use
<u>7.</u>	Coverage	<u>Fire, Flood, Theft, Burglary and Terrorist activities.</u>
<u>8.</u>	Sum Insured	Rs 12,79,07,116/- [Reinstated Value]
<u>9.</u>	Mid-Term Inclusion	To be covered
<u>10.</u>	Portability	Yes
<u>11.</u>	Additional Coverage - Terrorism	Yes
<u>12.</u>	<u>Nature of Policy</u>	<u>Floater</u>

III. BIDDING SYSTEM

1. Bids will be submitted in hard copies at NIXI office Delhi. There is no electronic or digital submission is allowed.
2. The bid should be submitted in two parts. Part-I is Technical Bid and Part-II will be Financial/Commercial bid.
3. Technical will contain all the documents/compliance asked in General Term of conditions along with Technical Compliance, which is to be enclosed in Envelope A. Technical Bid will also have unpriced BOM as per Annexure-I. 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

Name of Work	INSURANCE POLICY FOR FIXED ASSETS
Bid Submission Start Date	25-10-2021
Last Date for bid submission	08-11-2021

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 **ravi@nixi.in**.

3.3 Bid Evaluation Criteria

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

3.4 Bid Validity

- I. All the bids (Technical and Financial) will be valid for a period of 75 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 75 days. The request and the bidders' responses shall be made in writing/Email. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

3.5 Modification / Substitution/ Withdrawal of bids

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

3.6 Rejection of the Bid:

The bid submitted shall become invalid if: -

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

3.7 Right to reject or scrap the process

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

3.8 Evaluation of Bids

- a. The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated will result in a bid liable for disqualification at technical evaluation stage.

- b. Bids determined to be substantially responsive will be checked by NIXI for any arithmetical errors in computation and summation. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.
- c. NIXI shall evaluate the financial bids of eligible bidders to determine the L-1 bidder on the basis of lowest total cost of support services for all items in the financial/price bid form

3.9 General Instructions for Bidding process

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

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

All the bids are valid for a period of 75 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

No Participation or Tender Fees

IV. EARNEST MONEY DEPOSIT (EMD)

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

V. SECURITY DEPOSIT (PERFORMANCE BANK GUARANTEE)

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 to reduce Security Deposit. Keeping in view these constraints the Security Deposit/ PBG is kept as 3%.

- 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 fifteen (15) days after the handing over of Policy.
- 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.

VI. ELIGIBILITY CRITERIA

Sr. No.	Minimum Eligibility Criteria	Supporting Document		
1	The Bidder should be a company registered under Companies Act, 1956/2013 and in existence for at least 5 Years.	Photocopy of Certificate of incorporation		
2	The Bidder should have PAN & GSTIN	Self-Certified Copies		
3	The Bidder should have a minimum average annual turnover of Rs. 50.0 lakhs 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
4	Turnover declaration in INR			
5	The bidder should have been registered/ authorised by IRDA	Copy of Proofs		
6	The bidder has never have been blacklisted/barred/disqualified by any regulator/statutory body or any PSU or any Company/State Government/Central Government	Self-Declaration/ Declaration. If found blacklisted at the latest stage, he/they will removed from panel forthwith.		
7	The Bidder must have served at least ten renowned commercial groups in India with the sizeable business.	Self-Declaration		

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

VII. AWARD OF WORK

The work will be awarded to the IRDA registered/ authorised company who fulfil the required criteria. It is further added that the work will be strictly awarded to the L1 Company out of the empanelled agencies. In case, it is found that L1 is unable/fails to perform, the next i.e. L2 will be offered the work after recording the reasons.

VIII. SIGNING OF AN AGREEMENT

The agreement to be signed will cover the general conditions of the contact 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/-

IX. PAYMENT TERMS

The payment terms to the party for initiating process of insurance policy will be made as decided mutually at the time of signing an agreement after the award of work. The details of these terms and conditions including the deadline for the completion of the work will be clearly mentioned in the Agreement to avoid any ambiguity arising thereon.

X. FORCE MAJEURE

1. Definition:

For the purposes of this Contract, “**Force Majeure**” means an event, which is beyond the reasonable control of a Party. It is neither foreseeable nor unavoidable, which has:

- a) Not brought about by or at the instance of the Party claiming to be affected by such events.
- b) Caused the non-performance or delay in performance.
- c) Makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance.
- d) Not involved the contractor’s fault or negligence, either in its sovereign or contractual capacity.

2.Force Majeure shall include Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes including war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action.

3.Notwithstanding the provisions of clauses contained in this RFS document; the contractor shall not be liable to forfeit:

- (a) Security deposit for delay and

(b) Termination of contract; if he is unable to fulfil his obligation under this contract due to Force Majeure conditions.

4. Whether a “Force majeure” situation exists or not, shall be decided by NIXI and its decision shall be final and binding on the contractor and all other concerned.

5. The party will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, the agreement will be terminated provided that it is not caused by the negligence or intentional action of a Party or by or of such Party’s employee.

6.No breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.Measures to be taken:

The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8. The party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

9. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10. During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NIXI, shall either: i. Demobilize; or ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

11. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause XII.

XI. INTEGRITY PACT

Of late, it has been realized the importance of Integrity Pact. as the vigilance tool in controlling corruption in public contracting and procurement. Therefore, they have issued the instructions to all public offices to insist the party for signing of Integrity 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.

XII. SETTLEMENT OF DISPUTES

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

12.1 Amicable Settlement:

In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause GC 3.21.2 shall become applicable.

12.2 Arbitration:

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

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

12.3 Jurisdiction of Courts etc.:

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

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

XIII. LAST DATE FOR RESPONSE OF SUBMISSION OF BID

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

The last date for submission of receiving response is 08th November 2021, 03:00 PM. Any response received after the above deadline will be rejected.

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

National Internet Exchange of India(NIXI)

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

Phone: +91-11-48202000

Email: nixi@nixi.in

XIV. 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. In case the desired document/s are not enclosed with the proposal will be rejected.
- b. 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.
- c. The documents enclosed shall be listed in the prescribed format of checklist (Annexure VIII). It is relevant to mention here that the Check-list is illustrative and not the exhaustive one. The tenderer shall ensure that whatever is the requirement of tender has to be in totality fulfilled. If the complete documents are not enclosed, the bid will be rejected

XV. 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.

Procedure for Submission:

1. The bidder shall fulfil the eligibility criteria laid down in Clause VI.
2. Bids should be submitted in physical form in sealed envelope at NIXI office.
The sealed envelope enclosing the information as given in Clause III along with an undertaking as at Annexure-IV and other annexures. The main envelop shall be super-scribed as "Tender for Group Health Insurance Policy" should reach **NIXI** before or on the due date and time at the following address:

**9th Floor, B-Wing,
Statesman House, 148,
Barakhamba Road,
New Delhi-110 001 India**
3. Those who send the tender documents by post, have to ensure that the documents reach before or on the prescribed time and date. The NIXI will not take any responsibility under any circumstances for courier/postal delays.
4. The Technical Evaluation committee of the NIXI constituted for the purpose shall assess the tenders with respect to the ability of the agencies to render the requisite services based on the company profile, rating and any such other criteria as it may fix.
5. The techno-financial bid document will be issued to the qualified agencies after evaluation of tender.
6. The Insurance Agency should be registered/ authorised by IRDA. (Proof to be enclosed)

7. The Insurance Company should have adequate experience for providing such Group Insurance Schemes to Government/Semi-Government/Autonomous Body. A list of clients in proof of the above should be furnished along with the tender.
8. The bidder should sign on each page of the tender documents.
9. Tender which are late/vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.
10. Tenders sent by fax & E-mail will not be considered.

Other Conditions:

- 1 The scheme should have provisions for new purchases during the year to get coverage.
- 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 Any Political/bureaucratic/commercial pressure (directly/indirectly) will amount to disqualification of bid.
- 4 The successful company shall at its own cost comply with the provision of orders and notification issued by IRDA and Government from time to time.
- 5 In case of unsatisfactory service, suitable penalties as decided by the Competent Authority shall be levied after issuing notice.
- 6 The court of Delhi alone will have the jurisdiction to try any dispute between the bidders and the Institute arising out of this service. It is specifically agreed that no court outside and other than court in Delhi shall have jurisdiction in the matter.
- 7 NIXI reserves the right to modify/change/delete/add any further terms and conditions prior to issue of agreement.
- 8 Arbitration- All dispute and differences which may arise between NIXI and the Insurance Company shall be referred to CEO, NIXI whose decision shall be binding on all concerned.

ANNEXURE-I

Financial / Price Bid

Financial Bid for Policy Period December 1, 2021 to November 30, 2022

Sl. NO.	PARTICULARS	FINAL PRICE (IN RS)
1.	Premium before Tax	
2.	Add: Applicable Tax (@18%)	
3.	Total Premium including Tax	
In words:		

Note:

- 1. The bidder shall offer their best rates excluding GST and other Taxes.**
- 2. Please see Clause II (Description of Fixed Assets) for the details.**
- 3. In case of difference, the amount quoted in words will be considered**

Signature of the Bidder _____

Full Name of the Bidder: _____

Date: _____

Place: _____

ANNEXURE-II

BID SECURITY DECLARATION

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that: 7We understand that, according to your conditions, a Bid Securing Declaration must support bids.

I/We accept that /We may be disqualified from bidding tor any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because /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 Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chief Executive Officer, NIXI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chief Executive Officer, NIXI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Executive Officer, NIXI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this

information directly to the Central Vigilance Commissioner.

10. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

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

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

Section 11 : Other Provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:_____

Dated:_____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

ANNEXURE-IV

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	

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ANNEXURE-V

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.

(For & on behalf of the Bank)

(Bank Common Seal)

Place: _____

Dated: _____

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

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

CHECK LIST

SL. NO.	P A R T I C U L A R S	ENCLOSED	
		YES	NO
1	PROOF OF EXPERIENCE		
2	PROOF OF FINANCIAL TURNOVER OF LAST THREE YEARS		
3	SET UP/ ESTABLISHMENT IN INDIA		
4	PROOF OF BRANCHES		
5	PROOF OF TENDER FEES		
6	PROOF OF EMD		
7	SUBMISSION OF TECHNICAL BID (ENVELOPE PART I)		
8	SUBMISSION OF PRICE BID (ENVELOPE PART II)		
9	PHOTOCOPY OF PAN/ AADHAR CARDS		
10	CANCELLED CHEQUE FOR E - PAYMENTS		
11	SIGNED COPY OF COMPLETE TENDER		
12			
13			
14			
15			
16			

17			
18	DULY SIGNED CHECK LIST		

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