Request for Proposal

Selection of Technical Service Provider ('TSP') for .IN domain Registry

Issued by:

National Internet Exchange of India

(NIXI)

RFP No: NIXI/Tech/IN/0118

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Glossary of Terms

Abbreviation	Description
BG	Bank Guarantee
CCN	Change Control Note
CCNSO	Country Code Names Server Organization
ccTLD	Country Code Top Level Domain
CPP	Central Public Procurement
CV	Curriculum Vitae
DC	Data Centre
DDoS	Distributed Denial of Service
DNS	Domain Name System
DNSSEC	Domain Name System Security Extensions
DR	Disaster Recovery
EMD	Earnest Money Deposit
EPP	Extensible Provisioning Protocol
GCC	General Conditions of the Contract
GIGW	Guidelines for Indian Government Websites
ICANN	Internet Corporation for Assigned Names and Numbers
ICT	Information and Communications Technology
IDN	Internationalized Domain Name
IETF	Internet Engineering Task Force
IIB	Internet Infrastructure Board
ISP	Internet Service Provider
IT	Information Technology
LLC	Limited Liability Company
LoA	Letter of Award
LoI	Letter of Intent
MeitY	Ministry of Electronics & Information Technology
MSA	Master Services Agreement
NIC	National Informatics Centre
NIXI	National Internet Exchange of India
NOC	Network Operations Centre
PBG	Performance Bank Guarantee
QoS	Quality of Service
RFC	Request for Comments
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SLA	Service Level Agreement
SoW	Scope of Work
SRS	Shared Registry System
SSAC	Security and Stability Committee
SSL	Secure Sockets Layer
TCP	Transmission Control Protocol
TLD	Top Level Domain
TSP	Technical Service Provider
WO	Work Order

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1 Notice Inviting Tender

Date: 30/01/2018

National Internet Exchange of India (NIXI) having its Registered Office at 6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road, New Delhi-110001, invites responses ("Proposals"/ "Bids") to this Request for Proposal ("RFP") from eligible Bidders to be appointed as Technical Service Provider for Operations & Maintenance of .IN domain Registry.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders to download the RFP from the website URL mentioned in the fact sheet. Any subsequent corrigenda / clarifications shall also be made available on the website URL mentioned in the fact sheet.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

A firm shall be selected under procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional and is at the bidder's expense.

The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road,
New Delhi - 110001
Tel No.: +91 11 48202000/ 48202011

2 Fact Sheet

Tender Inviting Authority	National Internet Exchange of India (NIXI)
Name of the Project Work	Selection of Technical Service Provider ('TSP') to Operate & Maintain .IN domain Registry
Tender/ RFP Reference No.	NIXI/Tech/IN/0118
Place of availability of Tender Documents (RFP)	· Website of National Internet Exchange of India (NIXI): http://www.nixi.in/, https://www.registry.in, https://www.irinn.in & http://www.meity.gov.in · Central Procurement Portal (CPP): https://www.eprocure.gov.in/eprocure/app
Place of submission of Bids	· Central Procurement Portal (CPP): https://www.eprocure.gov.in/eprocure/app
Tender Document (RFP)	Request for Proposal Document
Tender Type (Open/ Limited/ EOI/ Auction/ Single)	Open
Tender Category (Services/ Goods/ Works)	Services
Type/ Form of Contract (Works/ Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Re-bid submission allowed (Yes/ No)	Yes
Is Offline submission allowed (Yes/No)	No
Withdrawal Allowed (Yes/ No)	Yes (on/ before the last date and time of bid submission)
Is Multi Currency Allowed	No (Only Indian Rupees)
Payment Mode (Online/ Offline)	Offline
One time Procurement	Yes
Bid Validity days (180/ 120/ 90/ 60/ 30)	180 days
Location (Work/ Services/ Items/ As per RFP Document)	As per RFP document
Cost of Tender Document	Rupees Ten Thousand only (INR 10,000/-) To be paid by submitting a non-refundable Demand Draft from any Scheduled Commercial Bank/ Nationalized Bank drawn in favor of "National Internet Exchange of India", payable at New Delhi
Last date for purchase of Tender Document	One day before bid submission date
Earnest Money Deposit (EMD)	Rupees One Core Sixty Lacs only (INR 1,60,00,000/-) To be paid by submitting a Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank/ Nationalized Bank drawn in favor of "National Internet Exchange of India", payable at New Delhi valid for a period of minimum One Year
Address to send Pre-bid Queries	The General Manager (Business Development) National Internet of India (NIXI) 6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110001 Tel No.: +91 11 48202000/ 48202011 Website: http://www.nixi.org.in

	Email: registry@nixi.in
Nature of Bid Process	Three stage bidding in three Cover:- 1. Cover - I Pre-Qualification 2. Cover - II Technical Evaluation 3. Cover - III Commercial Evaluation
Method of Selection	Least Cost/ Lowest Cost (L1) for Per Financial Transaction Annual Service Price
Last Date for Submission of written queries by Bidders	05/02/2018 at 05:00 PM (Only queries received in writing or email by last date for submission of queries by Bidders shall be discussed during the pre-bid meeting)
Date and time of Pre-Bid Meeting	09/02/2018 at 02:00 PM
Place for Pre-bid Meeting	Ministry of Electronics and Information Technology (MeitY) Electronics Niketan, 6 CGO Complex, New Delhi
Start date for Submission of Bids	30/01/2018
Last date and time for Submission of Bids	01/03/2018 at 03:00 PM
Opening of Pre-Qualification Bids	05/03/2018 at 03:00 PM
Opening of Technical Bids	To be informed later
Opening of Commercial Bids	To be informed later
Address for Communication	The General Manager (Business Development) National Internet Exchange of India (NIXI) 6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road, New Delhi -110001 Tel No.: +91 11 48202000/ 48202011 Website: http://www.nixi.org.in Email: registry@nixi.in

3 About NIXI

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

The key objectives of NIXI include:

- Facilitate handing over of domestic Internet traffic between the peering ISP members to enables more efficient use of international bandwidth and saves foreign exchange
- Improves the Quality of Services for the customers of member ISPs, by being able to avoid multiple international hops and thus lowering delays
- To increase the popularity and viability of the .IN domain & .Bharat and increase the involvement of the registry in technical operations
- Create a large network of registrars and thereby create a greater revenue stream, and allow consumer choice, by establishing low membership fees and by providing guidelines and operating procedures that require only limited technical knowledge on the part of registrars
- Create a competitive registrar infrastructure which shall foster the survival of registrars who provide the highest level of customer service at the lowest cost
- To create an effective structure for the special and important projects such as launch of IDN or launch of new domain options such as trade .IN or event .IN etc.

3.1 Key Functions of NIXI

Internet Exchange

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

.IN Registry

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

National Internet Registry (NIR)

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

.Bharat IDN in Indian Languages

- .Bharat domain name in Devanagari script was successfully launched on August 27, 2014
- In next phase the general availability of IDN in Gujarati, Bengali, Manipuri in Bengali script, Punjabi, Tamil, Telugu & Urdu language started from August 3rd, 2015
- Increase the penetration of internet through use of local languages and local content

3.2 .IN Registry

Under NIXI, the .IN Registry functions as an autonomous body with primary responsibility for maintaining the .IN ccTLD and ensuring its operational stability, reliability, and security. It shall implement the various elements of the new policy set out by the Government of India and its Ministry of Electronics and Information Technology (MeitY).

The Government decided to revamp the administration of the .IN registry in late 2004. .IN Registry has assumed responsibility for the registry from the previous registry authority, The National Centre for Software Technology (NCST) and its Centre for Development of Advanced Computing (C-DAC). This change was announced via an executive order through a gazette notification issued by the Department of Electronics and Information Technology (DeitY), Government of India, according a legal status to the .IN Registry. This executive order also mentioned the role of the National Informatics Centre (NIC) as the registrar for gov.in domains, ERNET as the registrar for edu.in, res.in and ac.in domains, and the Ministry of Defence as the registrar for mil.in domains.

.IN Registry does not carry out registrations itself. Instead, it accredits registrars through an open process of selection on the basis of transparent eligibility criteria.

Key stakeholders for the .IN Registry are depicted below:

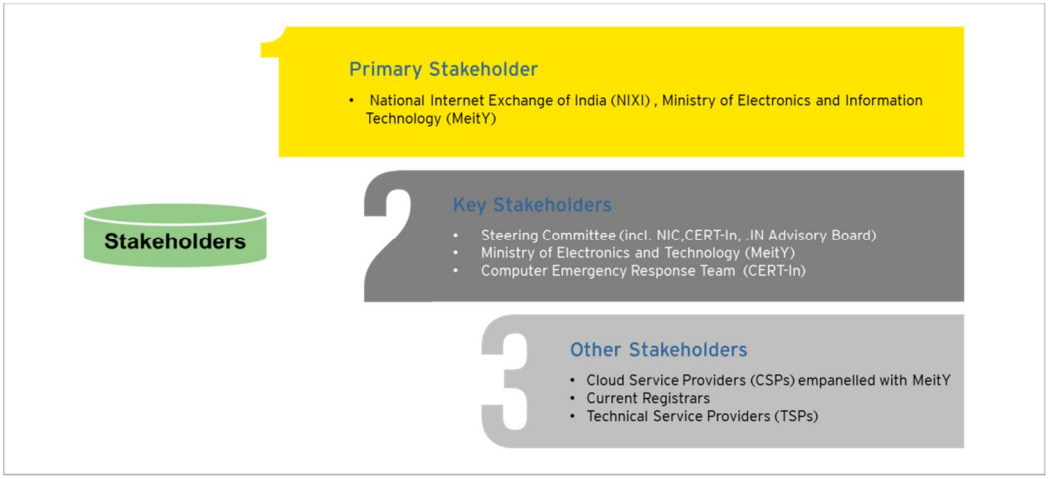


Figure 1: NIXI's Stakeholders

4 Project Background

4.1 .IN Domain

.IN being a top-level domain (TLD) of India is at the highest level in the hierarchical Domain Name System of the Internet. Being a ccTLD, .IN domains is a unique symbol of India and its role in the world.

The .IN domain initially started with 6,500 registrations before it was re-launched in the January of 2005 by Department of Information Technology ('DIT') now Ministry of Electronics & Information Technology (MeitY) and National Internet Exchange of India (NIXI) has been authorized to operate & manage .IN Registry.

The primary focus at the point of re-launch was to establish a strong technical foundation and project .IN domain as a reliable and stable ccTLD. The .IN domain was well received in the market and in the first 90 days, the registrations crossed the 100,000 mark.

The significant growth of .IN has been observed for last 10 years. The .IN has now crossed the 2.2+ million registration mark firmly establishing it as a leading ccTLD globally having its presence in more than 150 countries.

4.2 Technical Service Provider for .IN Domain

NIXI envisioned the requirement of the Technical Service Provider having internationally experienced and the expertise of operating & managing .IN domain Registry. Consequently, M/s. Afilias India Pvt. Ltd. (hereinafter referred to as 'Afilias') was selected by NIXI upon response to a global tender in November 2004. Again through a competitive and transparent bidding process, Afilias was selected as TSP to operate & maintain .IN domain Registry for the period of 2007 to 2012 and 2013 to 2017 respectively, which is expected to expire on 31st December 2017.

The role of the TSP is very important as it's provide critical infrastructure, technology & services to NIXI for smooth & efficient management of .IN domain Registry.

4.3 Growing Penetration of Domains in India

Current growth rate of India's Internet user is four times the global user growth rate. As a result, India now has crossed 270+ million Internet users surpassing the US and second only to China as per Mary Meeker's 2016 Internet trends report released in April 2016. Despite significant growth of the Internet user base still only about 22 percent of the Indian market is penetrated. The number of web users in India is expected to see a twofold rise at 730 million by 2020 against 350 million at the end of 2015, according to 'The Future of Internet in India' report by NASSCOM and Akamai Technologies.

Greater awareness and an orientation towards technology in India have an impact on online presence. Recently, a study published by research firm Zinnov reinforced this fact when it found that growth of domain name industry in India is currently around 12%, much higher than the global average of 8.7% according to a study by research firm Zinnov.

4.4 .IN Potential

Internet penetration in the country is one of the key factors that contribute to the growth of the domain names for a ccTLD. Coupled with the promise of potential for Internationalised Domain Names ('IDNs') and other unique advantages of a ccTLD, this trend is expected to continue.

Currently, the .IN registry stands at 2.2+ million. This indicates the potential market for the .IN domain and it shall only grow as the total number of internet user grows in India. The flagship Programs like Digital India & Make in India are driving forces for digital adoption of the business with Indian Identity that is one of the key factor to adopt .IN Domain Name for Business Entities. NIXI's continues promotion and marketing of the .IN domain is enabling to capture a larger market share in the global market for domain names. Taking into account the global benchmarks and the growth rates experienced by other ccTLDs, the potential for .IN domain is much higher, possibly to gradually find its place in the top 10 TLDs of the domain name system. Below table is showing growth of .IN domains for last 5 years.

Year	Total number of .IN domains (Mn.)
September 30, 2017	2.2+
December 31, 2016	2.2
December 31, 2015	1.8
December 31,2014	1.66
December 31, 2013	1.41
December 31, 2012	1.69

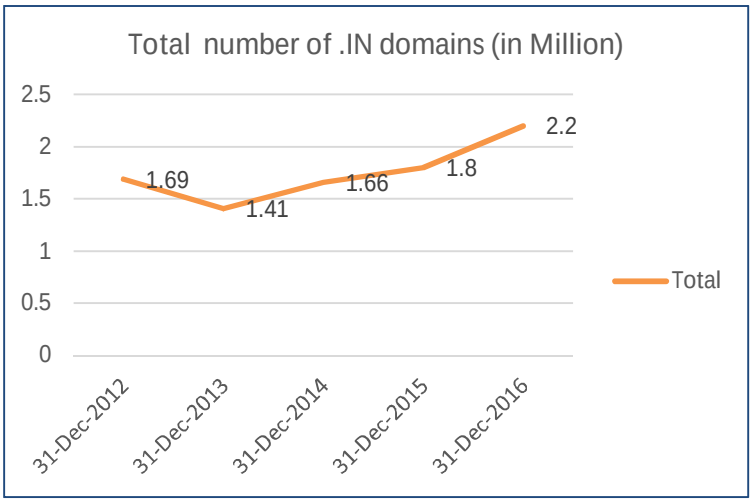


Figure 2: .IN Domains

4.5 Marketing and Promotion of .IN Domain

For the branding of .IN Domain & growth in adoption, NIXI undertakes following marketing & promotional activities of .IN Domain:

- Designing of broad strategies for aggressive marketing and promotion of .IN domains
- Distribution and channel management for Registrars
- Training and educating registrars, circulating technical bulletins and advisories, marketing bulletins and announcements, consulting registrars on potential opportunities and concepts such as product bundling
- Work towards increase in number of registrars both national and international with at least 5% growth per year
- Conduct registrar workshops (twice a year, minimum) for interaction, training, recognition and motivation
- Registrars buy in for Marketing & Promotional activities
- Conduct events/ seminars targeting various sections of potential buyers, towards building awareness on use of internet, owning domains such as academia/ SMEs /Govt /Corporates /individuals /Internet community interactions
- Developing and applying positioning concepts that establish .IN domain's unique position in the marketplace
- Organise events for building .IN brand
- Undertake channel promotion programs and sales incentive plans
- Developing and running public relations programs
- Developing promotional advertising content/ materials such as banner ads, newsletters, fact sheets, point of sale materials, etc.
- Engaging advertising and public relations agencies for advertisement/ marketing campaign

5 Existing .IN Registry Landscape

5.1 .IN Registry Overview

5.1.1 Domain Life cycle

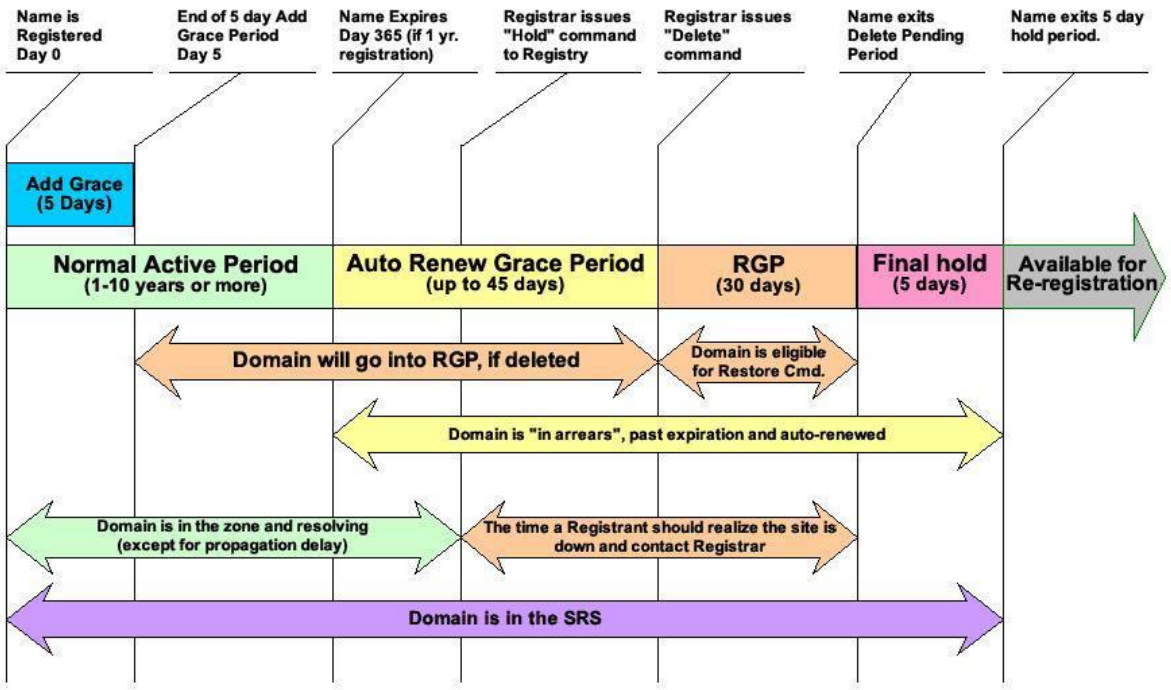


Figure 3: Registry Overview

(Source: www.registry.in/Policies)

5.1.2 General Registration Policies of .IN Registry

- § Term:
  Effective 15:00 UTC on 16 October 2008 domain names may be registered for a minimum of one (1) year, and a maximum of ten (10) years
- § Auto renewal:
  Domains automatically renew at the end of their term (the expiration date). Please contact your registrar for details
- § Domain length:
  .IN domain names may be between 3 and 63 characters in length
- § Allowable characters:
  Only letters, digits, and hyphens shall be accepted in a domain name. Names cannot begin or end with hyphens.
- § Contact information:
  Registrants must provide true, accurate contact information. The following contact types are required: Registrant, Administrative, Technical, Billing. As per standing policy, the contact data shall displayed in the .IN WHOIS, except for the Billing contact data, which is not displayed.

§ RGP Restore:
RGP is a service that allows the registrar to restore an .IN domain name that has been deleted. RGP is a 30-day period that begins after a registrar requests that the registry delete a domain name.

§ Transfers:
For names in the unrestricted zones mentioned above, registrants are allowed to transfer their domains to the registrar of their choice. Registrants should contact their registrar of choice to learn about transfer procedures. Registrar-to-registrar transfers are not allowed in the 60 days following the creation of a domain name. A registrar-to-registrar transfer adds one year to the term of the domain name, charged to the gaining registrar. Registrars may therefore charge the registrant for the domain year.

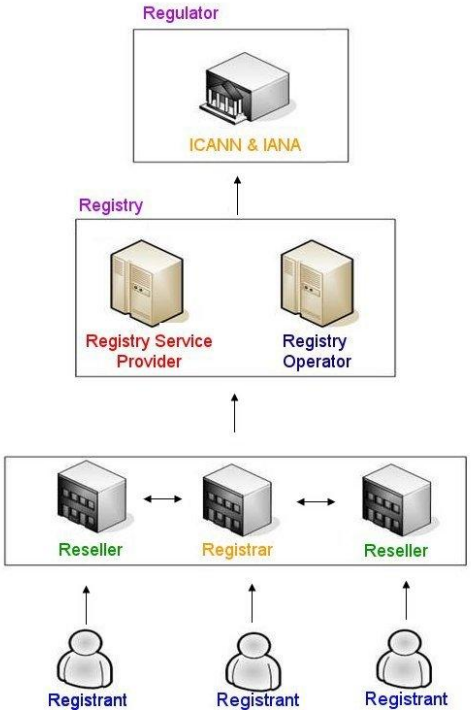
§ Grace periods:
Certain grace periods exist to allow for the cancellation of transactions by registrars within certain time periods. Please contact your registrar for details.

§ Nameservers:
To register an .IN domain, the registrant does not need to provide nameservers. In order to appear in the zone file and resolve on the Internet, at least one (1) valid IPv4 or IPv6 nameserver must be associated with the domain name. The use of at least two valid nameservers is highly recommended.

§ Internationalized domain names (IDNs):
The registry plans to accept IDN registrations in the future, including IDN registrations in Hindi, Tamil, and other Indian languages. Until further announcements, no applications for domain names in internationalized script (including diacritical marks) shall be accepted. Domains with hyphens in the third and fourth positions shall be rejected.

§ The registry has the authority to deny or suspend a registration if it conflicts with the sovereign national interest or public order

§ The Registry Operator reserves the right to adjust the allocated bandwidth and connections allotted to the registrars



Domain Industry Structure

§ Basic levels for Domain Name Registration:
- Registrant buys domains from Registrar (or reseller)
- Registrar purchases name from the Registry (NIXI)
- Registry enters name in Whois and publishes location of name to DNS
- Registries and Registrars are authorized to do business by the regulator ICANN

5.1.3 Available Domain Names in .IN Registry

Unlimited registrations are available in the following zones. Registration is available freely to all parties worldwide, and there are no nexus or other qualifications:

- .in
- co.in

- net.in
- org.in
- firm.in
- gen.in (general)
- ind.in (individuals)

The following zones are reserved for use by qualified organizations in India:

- ac.in (Academic)
- res.in (Indian research institutes)
- edu.in (Indian colleges and universities)
- gov.in (Indian government)
- mil.in (Indian military)
- IDN domain name zones are
  - .भारत (.Bharat)
  - कंपनी.भारत (.company.bharat)
  - विद्या.भारत (Vidya.bharat) (Exclusive registrar: ERNET)
  - सरकार.भारत (.sarkar.bharat) (Exclusive Registrar NIC)

5.1.4 Accredited .IN registrars

Currently 120 number of Registrars are accredited with NIXI and are authorized to register .IN domain names. The detailed list of all accredited registrars may be obtained at: https://registry.in/Accredited_Registrars

5.1.5 Registrar Accreditation

a. In order to sell .IN domain names, registrars are required to complete an authorization process that cements legal agreements between NIXI and the registrar, and tests the registrar's technical ability to interact with the EPP registry and the technical support department.
b. In order to obtain the technical certification, each registrar is required to create an EPP client to interact with the .IN SRS server. All registrars are provided with a Registrar Toolkit ('RTK'), which includes multiple versions of code (e.g.: Perl, Java, etc.) that can be used in the creation of the client. Each registrar is provided with access to an Operational Testing & Evaluation ('OT&E') environment that is used to test the registrars' implementation of their clients. Each registrar is required to pass an OT&E test to evaluate its proficiency in interacting with the registry, its ability to send and receive commands from the registry, complete transfers, etc.

5.1.6 Current Pricing of Domain Name

Below prices are wholesale prices to Registrars in INR per domain year (Registration, Transfer and (Auto-Renewal). Registrars are free to set whatever retail prices they wish for new creates, renewals or RGP restore.

These pricing are applicable to the .IN as well as all the Internationalized Domain Names (IDNs) managed by IN Registry.

- Second level domain, e.g. .IN:- INR 350
- Third level domain, e.g. co.in, net.in, org.in:- INR 250

  RGP Restore Fee: - 1000

5.1.7 Domain Name System (DNS) Services

a. DNS Overview

The .IN registry provides continuous, near-real-time zone modification, resulting in up-to-date responses from nameservers distributed worldwide. As registrars submit changes to domain records, the system reflects these in the zone almost immediately, enabling .IN registry to deliver current DNS reliably. DNS resolution is provided by nameservers operated by the registry as well as those supplied by other DNS providers. The DNS data is maintained within the registry and this data is pushed out to the various nameservers using both a proprietary API and the industry standard IXFR mechanism.

b. Procedure for Changes, Editing by Registrars, and Updating

When registrars wish to change, add, or remove DNS information on behalf of their registrants, they are required to do so using standard EPP commands or the Web Administration Interface. When making any change, registrars are required to be authenticated before being granted access to the system.

c. Frequency

Changes by registrars are immediately reflected in the registry database, and the updated resource records are generated continuously and sent to all name servers for immediate resolution. This allows near-real time updating of the zone.

d. Process

Zone generation involves the creation of DNS zone information using the registry database as the authoritative source of domain names and their associated hosts (name servers). Updates to the zone information are generated automatically on a continuous basis and published to the name servers. These updates reflect any modifications, additions, or deletions to the registry that have been made by the registrars during that time period. Only changes that have been committed to the database are reflected in the zone information update; incomplete units of work are ignored.

Each zone includes the following resource records:

- A single SOA record
- A number of Nameserver (NS) and Address (A for IPv4 and AAAA for IPv6) records, up to a maximum of 13 of each, for the DNS servers for 'IN.' registry
- One NS record for each unique domain/ nameserver combination. Only domain objects with a status value of ACTIVE, LOCK, CLIENT-LOCK or PENDING-TRANSFER are included in the zone
- One A or AAAA record for each required glue record. The registry implements on a rational schedule, glue generation and pruning criteria as specified by ICANN from time to time.
- Glue records are required for any nameserver whose name is subordinate to the zone. In these cases, registrars are required to submit one of either an IPv4 or IPv6 address for the nameserver in question.

e. DNS Interface: Zone File Access

All name servers using IXFR as the method for updates are fully compliant with standards issued. Additionally, all nameservers are required by the registry to employ Transaction signatures ('TSIG') as specified in RFC 2845. This ensures that only valid nameservers are allowed to transfer the zone and that the data transfer is complete.

f. Logging

Zone file transfers are logged on the server for auditing purposes. This log contains a mapping of user names to IP addresses, as well as download statistics. The statistics are comprised of zone file download and user access times. Retention of these logs is at the discretion of the registry and is maintained on a reasonable basis.

g. DNS Data Backup

The primary repository of backup information for the zone data resides within the registry system. As such, this data is automatically backed up, and can be restored using the registry backup procedures. Zone information gathered for the purpose of TLD zone file access is retained for 24 hours until the following TLD zone file is generated.

5.1.8 Zone Distribution and Publication

a. Overview

The current DNS service propagates DNS changes to a global network in near real-time and provides a Service Level Agreement ('SLA') with a 100% network uptime commitment. To guarantee this availability, the registry uses multiple DNS providers, including nameservers operated directly by the registry and by multiple DNS providers. By having multiple DNS providers, the .IN zone shall continue to resolve, even in the event of a catastrophic event that eliminates an entire DNS vendor and all of its systems.

b. Zone Publication

Zone publication occurs immediately following zone generation. The publication of zone information involves sending SOA, NS, A, AAAA, and other applicable record updates to each DNS vendors' name servers for distribution.

c. Zone Distribution

Zone distribution occurs immediately after zone publication. The distribution of zone information involves the replication of zone updates on the DNS name servers around the world. Zone information updates are distributed to DNS name servers using industry-accepted methods.

d. DNS Stability

- Redundancy and diversity are designed at every level making the nameserver constellation resilient to different types of attack. At the individual namerserver level, the system currently uses multiple hardware platforms, operating systems and software code bases to eliminate the possibility of a zero-day exploit on any one platform. All systems are load balanced within each nameserver cluster and growth is easily achieved by adding additional systems.
- At the network level the registry employs both unicast and anycast nameservers. Each nameserver has connectivity from multiple, fully-divergent network transit providers.
- The .IN zone is even protected at the corporate level, by having multiple DNS providers. In the event that a particular vendor's nameserver implementation has a catastrophic failure, or that vendor no longer becomes viable, the registry can withdraw the entire vendor's nameservers from the .IN zone and still resolve DNS queries.

5.1.9 WHOIS Service

a. WHOIS Overview

The .IN registry provides accessible WHOIS database services that provide accurate information about registrants. The WHOIS reporting system is flexible to provide compliance with regulatory and privacy policies.

b. System Monitoring Tools

Each registry system component is monitored for security, performance and stability both from within the data centre and from a remote site. Different monitoring systems provide checks for potential problems.

The system is monitored for security breaches, using both system-based and network-based testing tools. Network vulnerability assessments are performed on a regular basis. Operations staff also monitors systems for security-related performance anomalies.

24x7 NOC monitoring systems provide:

- Continuous monitoring of all network and server infrastructure components
- Network availability monitoring
- Network performance management
- Application performance monitoring
- Alert management

5.1.10 Web Admin Tool and NIXI Admin Accounts

a. The registry provides .IN registrars with a full-featured web administration tool. It allows users to perform the full array of needful transactions, including:
   i. Look up domains, contacts, and nameserver records
   ii. Create, renew, delete, and modify domain, contact, and nameserver records owned by the user; redeem domains
   iii. Perform transfer-related tasks
   iv. Displays user's up-to-the-minute account balance in rupees
   v. Displays number of domains in the user's account, by zone
   vi. Retrieve a range of automated reports
b. The tool is protected and encrypted by SSL and other security measures. Since it is accessible online, it allows the registrar staff to conduct business and monitor their accounts easily, from anywhere in the world.
c. NIXI has been given Web Admin Tool accounts that gives it:
   i. The ability to look up and alter any record in the registry, giving control over all .IN domains
   ii. An account to manage reserved names used by the registry
   iii. Ability to adjust the registrars' registry financial accounts as funds are received at the bank

5.1.11 .IN Registry & Marketing websites (https://registry.in & http://www.getyourown.in)

a. The .IN registry and associated marketing website are located at https://registry.in & http://www.getyourown.in respectively. The current TSP is responsible for hosting, content, maintenance and upkeep of the .IN registry website and associated Marketing website. It is hosted in India and the TSP incorporates any design and content changes as per the requirements of NIXI.
b. The TSP ensures the content of the website is generated and presented in line with international standards of comparable registries across the globe
c. The TSP also accepts and provides changes in the website as per periodic requests that may be initiated by NIXI
d. The TSP has made a content management system available to that NIXI can perform site updates
e. The copyright and all other intellectual property rights in this website, other than the intellectual property rights of the TSP, vest with NIXI and the necessary copyright notices and disclaimers shall be placed on the website in accordance with the policies of NIXI

5.2 Current .IN Registry Set-up

The existing .IN Registry is being operated & maintained by Afilias India Pvt. Ltd. The infrastructure for .IN Registry has been hosted in Data Centres at Noida & Navi Mumbai. Below is the brief of the existing infrastructure for .IN Registry:

S. No.	Component	Description/ Details
1.	Solution Access	· Online portal: https://registry.in/
2.	Technical Service Provider	· Afilias India Private Ltd. · Contract Validity: December 31, 2017
3.	.IN domain Registry Transaction Types	· Currently more than 2.2 Mn .IN domains · Transaction Types: o Domain Creation o Domain Renewal o Transfer IN – Transfer OUT o RGP Restore
4.	Hardware	· Application Servers · Database Servers · Storage · Load Balancer · Firewalls · Switches · Console Server · Rate Limited
5.	Software	· EPP registry protocol in RFC-compliant fashion · Registrar Toolkit ('RTK')
6.	Services	· Real time Domain Name System (DNS) · WHOIS Service
7.	Database	· Open-source Relational Database Management System ('RDBMS') with Multi-Version Concurrency Control (MVCC)
8.	Helpdesk & Application Support	· 24x7x365 technical support and customer service · 24x7x365 technical support for issues faced by registrars and NIXI · 24x7x365 customer service for general registrar queries

5.3 Indicative Transaction Details

The transaction details for .IN Registry is as under:

Year	2013		2014	2015	2016	2017			Total
Months	Jan-May	Jun-Dec	Jan-Dec	Jan-Dec	Jan-Dec	Jan-Jul	Aug-Dec	Jan-Dec	
No. of Months	5	6	12	12	12	7	5	12	
Domain Creation	-	3,45,968	7,54,364	7,66,784	10,15,917	4,10,941	2,93,529	7,04,470	35,87,503
Domain Renewal	1,52,777	1,32,071	7,03,399	7,29,123	8,35,779	5,43,495	3,88,211	9,31,706	34,84,855
Transfer (Transfer IN - Transfer OUT)	-	84,612	74,275	41,542	46,569	26,729	19,092	45,821	2,92,819
RGP Restore	-	1,092	2,653	2,551	2,540	1,540	1,100	2,640	11,476
Total Transaction Count	1,52,777	5,63,743	15,34,691	15,40,000	19,00,805	9,82,705	7,01,932	16,84,637	73,76,653

Note:

1. *Domain Creation: New domain name is registered in Registry for first time*
2. *Domain Renewal: Domain name is renewed after the creation period*
3. *RGP Restore: RGP is a service that allows the registrar to restore a .IN domain name that has been deleted*
4. *Transfer Domain: Domain name is transferred from one registrar to another*

5.4 Hardware Overview

The current system uses a distributed architecture that endeavours to achieve scalability, reliability and extensibility.

- The primary registry facility is a 'live' facility meaning that it is the normal full-time registry
- The secondary registry facility is both a functional and standby facility meaning that it would be activated for primary registry services if operational problems ever arose at the primary facility (due to natural disaster, etc.)
- The secondary facility is continuously synchronized with the primary. The database replication systems that are deployed make these continuous updates possible
- The secondary site is also used to provide ongoing secondary registry services such as reporting, daily zone file distribution, OT&E testing environments, and enhanced registry services
- Use of load balancers to assist in scalability and to prevent service outages: The current load balancing design allows the performance of hardware upgrades without any customer impact.
- There are at least two (2) WHOIS servers (load balanced) on at least two physical enterprise UNIX servers for N+1 redundancy. These are on a shared application server with an instance of web server and registry server running on each enterprise server

5.5 Hardware Setup for the .IN Registry (DC and DR)

The existing hardware setup at DC and DR is as highlighted below:

S. No.	Component	Description / Details
1.	Servers	· 3 x Lenovo x3550 M5 rack mount servers with E5-2680 v4 processor(s), 160GB ram, 2x300GB HDD, redundant fans, redundant power supplies, 4xGbE NIC, dual port FC HBA
2.	Load Balancer	· 2 x Cisco Catalyst WS-C3650X-48T-S
3.	Rate Limited	· 2 x Symantec PacketshaperS200 appliances
4.	Firewalls	· 2 x Cisco ASA 5525-X Next Generation Firewall appliances
5.	Switches	· 2 x IBM SAN24B SAN switches with 16GB Fibre channel
6.	Console Appliance	· 1 x Avocent ACS6016
7.	Storage	· 2 x IBM Storwize V5000 storage systems with flash and SAS drives on 16GB Fibre channel connectivity
8.	Connectivity	· Connections between servers on the internal registry network are via redundant multi-homed 100 mbps Ethernet. Connectivity between the primary and secondary registry facility (for replication) is via redundant VPN connections. · High capacity routers and switches are used to route traffic to registry services. · Load balancing is used for balancing all aspects of the registry including the registry gateway, WHOIS services and DNS API gateways. · Internet connectivity is supplied via a BGP-based solution with fully diverse connections to multiple ISPs. Registry internet connections at both the primary and secondary sites are provisioned for a burst of up to 10 Gbps capacity.
9.	Internet Services	· The internet services of the registry currently includes multiple DNS servers, mail servers, EPP gateways, WHOIS servers, report servers, OT&E servers, web servers for registrar and registry administrative interfaces, and registry operations servers. All gateways and servers are hosted in a UNIX environment on multi-processor servers. All servers are protected behind firewall systems.

5.6 Software Overview

§ EPP registry protocol in RFC-compliant fashion
§ Registrar Toolkit ('RTK') that allows registrars to build their own interfaces into the registry system
§ Open-source Relational Database Management System ('RDBMS') with Multi-Version Concurrency Control ('MVCC')
§ Registry system that can scale up to 10 million domain names with no intervention with no change of architecture
§ Continuous near-real-time DNS updates to a globally distributed network of DNS servers
§ Multiple DNS providers
§ Configurable registry software that is able to accommodate all .IN domain policy and technical needs as well as provide flexible pricing options for marketing programs
§ WHOIS services with configurable output options
§ Capability to provide IPv6 services
§ Administrative registry accounts

- Web-based registry interface for the use of NIXI and registrars
- Hosting and maintenance of the .IN registry web site
- A Network Operations Centre ('NOC') that uses an array of monitoring tools to generate alerts for any problems with the registry system and its network
- PostgreSQL v9.1 used as Database

6 Instructions to the Bidders

6.1 Instructions for Online Bid Submission

6.1.1 This RFP has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app). The Bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: http://eprocure.gov.in/eprocure/app), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal

6.1.2 More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

6.2 Registration

6.2.1 The Bidders can login to e-procurement –portal in secure mode only by signing through the Digital certificates

6.2.2 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder enrolment". Enrolment on the CPP Portal is free of charge

6.2.3 As part of the enrolment process, the bidders shall be required to choose a unique username and assign a password for their accounts

6.2.4 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal

6.2.5 Upon enrolment, the bidders shall be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile

6.2.6 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse

6.2.7 Bidder then logs in to the site through the secured log-in by entering their userID/ password and the password of the DSC/ eToken

6.3 Searching for Documents

6.3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal

6.3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document

6.3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk

6.4 Preparation of Bids

6.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids

6.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid

6.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWF formats. Bid documents may be scanned with 100 dpi with black and white option

6.4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" or ''Other Important Documents'' area available to them to upload such documents and keep it as a repository. Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid

6.5 Submission of Bids

6.5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.

6.5.2 Bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP

6.5.3 Bidder has to select the payment option as "offline" to pay the Tender Cost/ EMD as applicable and enter details of the instrument

6.5.4 Standard formats have been provided in the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable

6.5.5 The Commercial Bid Template/s has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable.

6.5.6 The server time (which is displayed on the bidders' dashboard) shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6.5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

6.5.8 The uploaded Bid documents become readable only after the tender opening by the authorized bid openers.

6.5.9 Upon the successful and timely submission of bids, the portal shall give a successful bid submission message & a bid summary shall be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

6.5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.6 Assistance to Bidders

6.1.2 Any queries relating to the tender and the terms and conditions contained therein should be addressed to the NIXI at address mentioned in the Section 2 – Fact Sheet

6.6.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the helpdesk are +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and +91 0120-6277787

6.7 Cost to Bid

6.1.3 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the NIXI. The NIXI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process

6.8 Contents of the RFP

6.8.1 The scope of work, tender procedures and contract terms are prescribed in the RFP Document. In addition to Section 1 - Notice Inviting Tender, the RFP Document includes:

Section 2 – Fact Sheet
Section 3 – About NIXI
Section 4 – Project Background
Section 5 – Existing .IN Registration Landscape
Section 6 – Instructions to the Bidders
Section 7 – General Conditions of the Contract
Section 8 – Evaluation of Bid
Section 9 – Scope of Work
Section 10 – Implementation Plan, Payment Schedule and Deliverables
Annexure I – Standards Compliance to operate .IN domain Registry
Annexure II – Service Level Agreement
Annexure III – Manpower Details
Annexure IV – Forms
Annexure V – Change Control Note

6.8.2 The bidder is expected to examine all Sections and Annexures in the RFP and furnish all information as stipulated therein

6.9 Clarification on RFP

6.9.1 A prospective Bidder requiring any clarification on the RFP may submit his queries, in writing, at the Purchaser's mailing address and email ID as per indicated in Section 2 - Fact Sheet. Queries must be submitted in the format mentioned in Annexure IV – Forms (Form A.2 – Request for Clarifications/ Pre-bid queries)

Note: *The Purchaser shall not respond to any queries not adhering as per the format mentioned in Annexure IV – Forms (Form A.2 – Request for Clarifications/ Pre-bid queries)*

6.9.2 All queries on the RFP should be received on or before as prescribed by the Purchaser in Section 2 - Fact Sheet

Note: The purchaser shall prepare a record of the Pre-Bid Meeting, and circulate to the Bidders and upload the same on the website

6.10 Amendment of the RFP

6.10.1 At any time prior to the last date and time for bid submission, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on e-procurement portal https://eprocure.gov.in/eprocure/app as well as on NIXI portal http://www.nixi.in/ (for reference only) e-procurement portal https://eprocure.gov.in/eprocure/app and should be taken into consideration by the prospective agencies while preparing their bids.

6.10.2 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids

6.10.3 Purchaser may at any time during the tendering process request the Bidder to submit revised Technical/ Commercial Bids and/ or Supplementary commercial bids without thereby incurring any liability to the affected Bidder or Bidders

6.10.4 Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the RFP shall be intimated through CPP portal only

6.11 Language of Bids

6.11.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language however, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by its English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

6.12 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

6.12.1 Pre-qualification Criteria - The Pre-Qualification Bid shall comprise of the following:

a. Cost of Tender Document in the form of Demand Draft
b. EMD in the form of Refundable & Irrevocable Bank Guarantee
c. Form A.3: Pre-qualification Bid Cover Letter (Company Letter head)
d. Form A.4: Pre-qualification Compliance Checklist
e. Form A.5: Turnover and Net worth Certificate
f. Form A.6: Conflict of Interest (Company Letter head)
g. Form A.7: Format for Power of Attorney executed in favour of the Authorized Signatory

6.12.2 Technical Bid - The Technical Bid shall comprise of the following:

a. Form A.5: Turnover and Net worth Certificate
b. Form A.8: Technical Bid Cover Letter (Company Letter head)
c. Form A.9: Technical Bid Compliance Checklist
d. Form A.10: Approach, Methodology & Solution with Work Plan and Staffing Schedule
e. Form A.11: Format for Project Citation/ Case Studies
f. Form A.12: CV Format for proposed Project Team
g. Form A.13: Format for Manpower Details

6.12.3 Commercial Bid - The Commercial Bid shall comprise of the following:

a. Form A.14: Commercial Bid Letter (Company Letter head)
b. Form A.15: Commercial Bid Format

6.13 Procedure for Submission of bids

6.13.1 The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at e-procurement portal):

a. Cover - I (Prequalification Criteria)
Cover – I shall comprise of all the documents (in PDF format) mentioned in Clause 6.12.1 and uploaded on CPP Portal.
Bidder shall submit original 'Cost of Tender Document in the form of Demand Draft', 'EMD in the form of Refundable & Irrevocable Bank Guarantee', 'Form A.6: Conflict of Interest' and 'Form A.7: Power of Attorney executed in favour of the Authorized Signatory' one day before the last date of bid submission. . The Bidder shall mark its name and tender reference number on the back of the Demand Draft before sealing the same. The address of NIXI, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING". If the envelope is not marked as specified above, NIXI shall not assume any responsibility for its misplacement, pre-mature opening etc.

b. Cover – II (Technical Bid)
Cover - II shall comprise of all the documents (in PDF format) mentioned in Clause 6.12.2 and uploaded on the CPP portal.

c. Cover - III (Commercial Bid)
All the documents (in PDF format) mentioned in Clause 6.12.3 and uploaded on the CPP portal
Note: Prices should not be indicated/ mentioned in the Prequalification Criteria and Technical Bid but should only be mentioned in the Commercial Bid.

6.13.2 The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of bidder and shall also cause the rejection of all the bids which such Bidder has submitted.

6.14 Bid Prices

6.14.1 The Bidder shall indicate in the proforma prescribed, Per Financial Transaction Annual Service Price for the services rendered

6.14.2 In absence of information requested in above Clause, a bid may be considered incomplete and be summarily rejected

6.14.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

6.15 Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

6.16 Discount

6.16.1 The Bidders are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of contract.

6.17 Bidder Qualification

6.17.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases him/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative and the principal officer.

6.17.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company

6.17.3 The authorization shall be indicated by written Power-of-Attorney accompanying the bid.

6.17.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid

6.17.5 Any change in the Principal Officer or his duly Authorized Representative shall be intimated to NIXI in advance

6.18 Earnest Money Deposit (EMD)

6.18.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the Section 2 – Fact Sheet

6.18.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Section 9 – Scope of Work

6.18.3 The EMD must be submitted as Bank Guarantee of any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of National Internet Exchange of India, payable at New Delhi

6.18.4 Unsuccessful Bidder's EMD shall be discharged/ returned on or before the 45th day after award of contract to the successful Bidder

6.18.5 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 6.33 - Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 6.19 – Performance Bank Guarantee.

6.18.6 No interest shall be paid by the Purchaser on the EMD

6.18.7 The EMD may be forfeited:

a. if bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
b. in the case of a successful Bidder, if the Bidder fails;
    i. to sign the Contract in accordance with Clause 6.33 - Award of Contract; or
    ii. to furnish Performance Bank Guarantee for contract performance in accordance with Clause 6.19 - Performance Bank Guarantee

6.19 Performance Bank Guarantee

6.19.1 Performance Bank Guarantee of INR 8,00,00,000 (Rupees Eight Crores Only) has to be made in the form of Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of National Internet Exchange of India, payable at New Delhi before signing of the Contract

6.19.2 Validity: Valid for the entire Project term. The BG shall be released after 5 years or execution of all pending Purchase Orders, whichever is later.

6.19.3 Instrument: One single deposit in the form of Bank Guarantee

6.19.4 In the event of termination, Purchaser may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Purchaser under law

6.19.5 Within 21 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 60 months in accordance with the Conditions of Contract

6.19.6 Failure of the successful Bidder to comply with the requirement of above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

6.20 Period of Validity of Bids

6.20.1 Bids shall remain valid for period mentioned in Section 2 - Fact Sheet after the date of opening of Pre-Qualification Bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

6.20.2 In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity upto 180 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required.

6.21 Format and Signing of Bid

6.21.1 The original documents of the bid shall be typed or written in indelible ink. The original one shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person(s) signing the bid

6.21.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per RFP. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

6.21.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid

6.22 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected

6.23 Terms and Conditions of Bidders

6.23.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bids

6.24 Consortium

6.24.1 Consortium is not allowed

6.25 Last Date for Receipt of Bids

6.25.1 Bids shall be submitted by the Bidder no later than the time and date specified in Section 2 – Fact Sheet

6.25.2 Original documents as per Clause 6.13 – Procedure for Submission of Bids shall be received by the Purchaser at the address specified under Section 2 – Fact Sheet no later than the time and date specified in Clause 6.13 - Procedure for Submission of Bids and Section 2 – Fact Sheet

6.25.3 The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the RFP, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date shall thereafter be subject to the last date as extended

6.26 Late Bids

6.26.1 Any bid submitted by the Bidder after the last date and time for submission of bids pursuant to Section 2– Fact Sheet or Original Documents received by purchaser after the last date and time for submission pursuant to Clause 6.13.1, shall be rejected

6.27 Modification and Withdrawal of Bids

6.27.1 No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered

6.27.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and shall be declared a "defaulting bidder". In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

6.27.3 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist/ debarred such bidder for next 3 years from participating in any NIXI tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

6.28 Contacting the Purchaser

6.28.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded

6.28.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid

6.29 Opening of Technical Bids by Purchaser

6.29.1 The Purchaser shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, Purchaser shall further evaluate the Bid of only those agencies whose EMD is found to be in order.

6.30 Purchaser's Right to Vary Scope of Contract

6.30.1 The Purchaser may at any time, by a written order given to the Bidder, make changes to the Scope of the Contract as specified

6.30.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

6.31 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

6.31.1 The Purchaser reserves the right to accept any or all bid, and to annul the Tender process or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action

6.32 Notification of Award

6.32.1 Prior to the expiry of the period of bid validity, pursuant to Clause 6.20 - Period of Validity of Bids, the Purchaser shall notify the successful Bidder by registered letter to be confirm in writing, that its bid has been accepted

6.32.2 The notification of award shall constitute the formation of the Contract

6.32.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, the Purchaser may notify each unsuccessful Bidder and shall discharge their EMD

6.33 Award of Contract

6.33.1 There shall be only one Successful Bidder

6.33.2 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Proforma for Contract, incorporating all agreements between the parties

6.33.3 Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser

6.33.4 Keeping in view the project commitment, NIXI reserves the right to ask the vendor to add new features/ process or modify the existing .IN Registry to take care the service delivery for matching the project requirements as and when required

6.33.5 Bidder has to agree for honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the work orders placed by NIXI

6.33.6 If the name of the system/ service/ process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIXI and the obligations with NIXI taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed

6.33.7 In the case of Bidder whose bids are accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 6.19 – Performance Bank Guarantee

6.33.8 NIXI may, at any time, terminate the contact by giving written notice to the Bidder without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to NIXI

6.33.9 If at any time, during the period of contract including the extended period, the bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this contract he shall notify the same to the purchaser and extend such reduced prices to the purchaser with immediate effect. In the event of lowering of government levies subsequent to the finalization of the contract, the Bidder shall automatically pass on the benefits to NIXI, and in the event of increasing of government levies subsequent to the finalization of the panel; NIXI shall automatically pass the benefits to the Bidder, if the same have been explicitly given in this RFP.

6.33.10 If at any point during the contract, if the Bidder fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause shall be invoked

6.33.11 In case of non-continuity of services by the Bidder to NIXI due to any reasons mentioned above, NIXI shall reserve the right to take over the .IN set up from the Data Centre unconditionally and run the .IN operations thereafter. Therefore, the successful bidder shall provide an undertaking/ letter to all its third party service providers (Data Centre Vendor etc.) as per Annexure IV – Forms (Form A.17) within 21 days after the receipt of notification of award of the Contract from the Purchaser

6.33.12 Failure of the successful Bidder to comply with the requirement of the above Undertaking as referred in Clause 6.33.12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

6.34 Tender Related Condition

6.34.1 The Bidder should conform unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

6.34.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/ falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

6.35 Rejection Criteria

6.35.1 Besides other conditions and terms highlighted in the RFP, bids may be rejected under following circumstances:

a. Pre-qualification Rejection Criteria
   i. Bids submitted without or improper EMD
   ii. Pre-qualification Bid containing commercial details
   iii. Bids received through Telex/ Telegraphic/ Fax/ E-Mail except, wherever required, shall not be considered for evaluation
   iv. Bids which do not conform unconditional validity of the bid as prescribed in the RFP
   v. If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process
   vi. Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions

vii. Bids submitted by the Bidder after the last date and time of bid submission of bids prescribed by the Purchaser, pursuant to Section 2 – Fact Sheet
viii. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

b. Technical Rejection Criteria
   i. Technical Bid containing commercial details
   ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
   iii. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect
   iv. Bidders not quoting for the complete scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidders
   v. Bidders not complying with the services, functionality, specifications and other Terms and Conditions as stated in the RFP
   vi. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Section 9 - Scope of Work and Section 7 – General Conditions of Contract
   vii. If the bid does not confirm to the timelines indicated in the Bid
   viii. Bidder not scoring minimum marks as mentioned in the RFP
c. Commercial Rejection Criteria
   i. Incomplete Commercial Bid
   ii. Commercial Bids that do not conform to the RFP's Commercial Bid format
   iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable
   iv. If there is an arithmetic discrepancy in the commercial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
   v. If bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered

6.36 Fraud and Corrupt Practices

6.36.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the WO/ LoI/ LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the WO/ LoI/ LoA or the Agreement, the Purchaser may reject a Bid, withdraw the WO/ LoI/ LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Purchaser shall be entitled to forfeit and appropriate the Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Purchaser under the Bidding Documents and/ or the Agreement, or otherwise.

6.36.2 Without prejudice to the rights of the Purchaser under above Clause and the rights and remedies which the Purchaser may have under the WO/ LoI/ LoA, or otherwise if a Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice during the Bidding Process, or after the issue of the WO/ LoI/ LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

6.36.3 For the purposes of this Clause 6.36 - Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the WO/ LoI/ LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the WO/ LoI/ LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WO/ LoI/ LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;
b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

7 General Conditions of the Contract

7.1 Definitions

In this Agreement, unless the context otherwise requires

1 "Abandons" means Bidder has substantially reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract

2 "Agreement" or "Contract" or "MSA" means this Master Services Agreement together with RFP and all the Annexures, the Letter of Intent/Work Order issued by NIXI, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement

3 "Applicable Laws" includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of Contract and during the subsistence thereof, applicable to the Project

4 "Business Day" means any day from Monday to Friday except for holidays legally mandated at the support locations of the Bidder

5 "ccTLD" means the country code top-level domain .IN (or its IDN equivalents) in the DNS and shall include any second-level domain and/or third-level domain under .IN (or its IDN equivalents) in the DNS for which TSP provides services to NIXI as part of the Registry System

6 "ccTLD Zone Files" means files that contain the list of all domains in the ccTLD with respect to which nameservers are associated, along with their corresponding hosts and IP Addresses

7 "Confidential Information" means all information as defined in Section 7 - General Conditions of the Contract

8 "Contract Performance Guarantee" or "Performance Bank Guarantee" shall mean the guarantee provided by a Scheduled Commercial Bank/ Nationalized Bank to NIXI on behalf of the Successful Bidder

9 "Customer Service" means services provided by designated personnel of Successful Bidder to accept, respond and solve questions or issues of registrars and NIXI. Consumer questions or issues are referred to the appropriate Sponsoring Registrar

10 "Data" shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by NIXI to Successful Bidder and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to TSP and Successful Bidder would merely handle the data on behalf of NIXI

11 "Data Centre" or "DC" means the primary centre where Data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices and other services are housed and operated from

12 "Deliverables" means software the products, infrastructure, licenses and services agreed to be delivered by the Successful Bidder in pursuance of the Contract as elaborated in the RFP and includes all documents related to the solution, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/ or process related etc., source code and all their respective modifications

13 "Digital Signature" means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000

14 "Digital Signature Certificate" means a Digital Signature Certificate issued under sub-section 4 of Section 35 of the information Technology Act, 2000

15 "Disaster Recovery Centre" or "DR" means the centre that is designed to act as the Data Centre on occurrence of a disaster/ non-functioning of the DC

16 "Effective Date" means the date on which the Contract is executed by both the Parties

17 "Equipment" means the computer hardware, machinery and other tangible equipments used for the Project, pursuant to the Contract

18 "Financial Transaction" means all the paid transactions to the TSP. Financial Transaction includes the following type of transactions:

- Domain Creation: New domain name is registered in Registry for first time
- Domain Renewal: Domain name is renewed after the creation period
- Domain RGP Restore: RGP is a service that allows the registrar to restore a .IN domain name that has been deleted
- Domain Transfer IN: Domain name is transferred from one registrar to another in .IN Registry

19 "Financial Year", in relation to any company or body corporate, means the period ending on the

31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof Financial Statement of the company or body corporate is made up:

Provided that on an application made by a company or body corporate, which is a Parent/ Holding company or a Subsidiary of a company incorporated outside India and is required to follow a different Financial Year for consolidation of its accounts outside India, the Tribunal may, if it is satisfied, allow any period as its Financial year, whether or not that period is a year:

Provided further that a company or body corporate, existing on the commencement of this Act, shall, within a period of two years from such commencement, align its financial year as per the provisions of this clause

20 "Holding Company" or "Parent Company", in relation to one or more other companies, means a company of which such companies are subsidiary companies

21 "Intellectual Property Rights" means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)

22 "Net worth" means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write -back of depreciation and amalgamation

23 "Project" means .IN domain Registry involving Operations and Maintenance of all services and deliverables across all the identified locations as per the terms and conditions laid in the RFP & provision of services in conformance to the SLA

24 "Project Assets" means the assets procured and/ or developed and supplied by the Successful Bidder to NIXI for the purpose of the Project, pursuant to this RFP.

25 "Project Data" means all proprietary data of the Project generated out of project Operations and transactions, documents and related information including but not restricted to user data which the Successful Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this Contract and the RFP

26 "Project Location" shall include all Successful Bidder sites that shall require setup of IT infrastructure for smooth operations of the .IN domain Registry

27 "Proprietary Information" means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this Agreement, or the SLA

28 "Purchaser" means National Internet Exchange of India (NIXI)

29 "Purchaser's Representative" or "Purchaser's Technical Representative" means the person or the persons appointment by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management

30 "Recovery Point Objective" means the maximum data loss incurred when the .IN Registry application at the DR site takes over during disaster recovery

31 "Recovery Time Objective" means the maximum time by which .IN Registry applications including app servers, web servers, database servers with security appliances to come on line after switchover from primary DC to DR during disaster recovery

32 "Registered Name" means each domain name registered and/or maintained through the Registry System

33 "Registrant" means the holder of a Registered Name

34 "Registrar" means any domain name registrar or reseller that (i) is accredited with NIXI pursuant to a Registrar Accreditation Agreement (as herein defined) and (ii) is a party to a valid and current Access Agreement (as herein defined) with Contract

35 "Registrar Toolkit" means the computer software development kit of Successful Bidder that shall support the development of a Registrar software System for registering Internet domain names in the Registry

36 "Registry Data" means any information received from the Registrars through the Protocol, including but not limited to the following: (1) data for domains sponsored by all Registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information; (2) data for nameservers sponsored by all Registrars consisting of server name, each IP address, Registrar id, updated date, creation date, expiration date, and status information; (3) data for Registrars sponsoring registered domains and nameservers, consisting of Registrar id, Registrar address, Registrar telephone number, Registrar e-mail address, WHOIS server, referral URL, updated date and the name, telephone number, and e-mail address of all the Registrar's administrative, billing and technical contacts; and (4) domain name registrant data deposited with TSP by the Registrars as part of or following registration of a domain name, including any Personal Data. It shall also include data contained in the ccTLD data warehouse, data about ccTLD registrars stored in Registry System and data definitions of all fields made available.

37 "Registry Service" means services provided hereunder that are related to the storage, modification and/ or propagation of Registry Data propagated on a rapid basis, including information technology services in relation to system networking or any other services primarily in relation to operation of ccTLD computer systems/ networking/ security devices

38 "Registry Service Fees" means the standard (wholesale) price of registrations per domain year according to NIXI's domain name pricing policy in effect at the time of registration/ renewal/ transfer, as amended from time to time

39 "Registry System" means the ".IN" registry system operated by Successful Bidder on behalf of NIXI by using computers, computer systems and computer networks for domain names in the ccTLD, as well as updates and redesigns thereof, all in accordance with this Agreement, as amended from time to time.

40 "Replacement Technical Service Provider" means any third party that NIXI may appoint to replace the TSP upon expiry of the Term or otherwise termination of Contract or the SLA to undertake the Services or part thereof

41 "Request for Proposal/ (RFP)" means the documents containing the general, technical, functional, commercial and legal specifications for the implementation of the .IN domain Registry including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s) and amendment(s) issued from time to time during the bidding process and on the basis of which Bidder has submitted its Proposal

42 "Service Level" means the level of service and other performance criteria which shall apply to the services by the Successful Bidder as set out in RFP

43 "Service Specifications" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the Bidder to meet its obligations under this RFP.

44 "Services" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the RFP

45 "Software" means the software designed, developed/ customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products (including the COTS products/ Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder

46 "Solution" means all the hardware, equipment, servers, third party tools, databases, and software provided by Successful Bidder to meet the functional and technical requirements to Operate & Manage .IN Registry

47 "Subsidiary" or "Subsidiaries", in relation to any other company (i.e. to say that the Parent/ Holding Company), means a company in which the Parent/ Holding company:

i. controls the composition of the Board of Directors; or

ii. exercises or controls more than one-half of the total share capital either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of Parent/ Holding Companies as may be prescribed shall not have layers of Subsidiaries beyond such numbers as may be prescribed.

Explanation: For the purposes of this clause,

a. Company shall be deemed to be a Subsidiary Company of the Parent/ Holding Company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another Subsidiary Company of the Parent/ Holding Company;
b. the composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors;
c. the expression "company" includes anybody corporate;
d. "layer" in relation to a Parent/ Holding company means its subsidiary or subsidiaries;

48 "Technical Service Provider" means the Successful Bidder selected by this tendering process for the Implementation and Operations & Maintenance of .IN Registry

49 "Technical Support" means services provided by designated personnel of Successful Bidder to accept, respond to and resolve technical questions or issues raised by registrars and NIXI

50 "Tender" or "Tender Document" means RFP

51 "Term" means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations and Maintenance Services, or the date of termination, in case of earlier termination of the Contract

52 "Timelines" means the timelines for performance of scope of work as described in the RFP

53 "Transaction" mean all defined interactions with objects in the database via the Shared Registry System (SRS) using the defined registry services

54 "WHOIS Record" means the record that shows the DNS information about a domain name including but not limited to the Registrar, registrant, administrative and technical contact details and nameserver information

55 "Working Day" means any day on which any of the office of NIXI shall be functioning, including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays

7.2 Interpretations

In this Agreement, unless otherwise specified:

1. Unless otherwise specified, a references to clauses, sub-clauses, or section is a reference to clauses, sub-clauses, or section of this Agreement including any amendments or modifications to the same from time to time
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders
3. References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established
4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually

5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted
6. Any reference to a "day" (including within the phrase "business day") shall mean a period of 24 hours running from midnight to midnight
7. References to a "business day" shall be construed as a reference to a day (Monday to Friday) on which NIXI Corporate office is generally open for business
8. References to times are to Indian Standard Time (IST)
9. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time
10. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement
11. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Annexure. The words "include" and "including" shall not be construed as terms of limitation.
12. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys
13. References to "implementation" include Solution Design, Development, Procurement, Delivery, Configuration, Testing, Data Migration, Commissioning, Operations & Maintenance
14. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference
15. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date

7.3 Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder

7.3.1 Furnishing by the Bidder, an unconditional, irrevocable and continuing Performance Bank Guarantee of INR 8,00,00,000/- (Rupees Eight crore only) for Contract Performance, in a form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.

7.3.2 Execution of a Deed of Indemnity in terms of Clause 7.21 – Indemnity

7.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract

7.3.4 Furnishing of such other documents as the Purchaser may specify

7.3.5 The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have

7.4 Representations & Warranties

7.4.1 In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, the following:

a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract

b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract
c. That the representations and warranties made by the Bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the contract through the term of the contract
d. That the Bidder has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and the Contract
e. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements
f. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, the RFP or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
g. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
h. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/ product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
i. That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws
j. That all conditions precedent under the Contract have been satisfied
k. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder
l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made

m. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/ contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the Project

n. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

o. That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto

p. That the Bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis

q. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information

r. That in providing the Services or deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity

s. That the Bidder shall not employ serving Purchaser Employees without prior permission of the Purchaser. The Bidder also confirms that it shall not employ ex-personnel of Purchaser within the initial two years period after their retirement/ resignation/ severance from the service without specific permission of Purchaser. The Purchaser may decide not to deal with such company(s)/ firm(s) who fails to comply with this confirmation.

t. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. to meet the requirements of the applications

7.5 Scope of Contract

7.5.1 Scope of the Contract shall be as defined in Section 9 - Scope of Work and Annexures thereto of this RFP

7.5.2 Purchaser has engaged the Bidder for "Providing Technical Services to Operate and Maintain .IN Registry" through which the Purchaser intends to perform all .IN Registry Operations. The TSP is required to provide such services, support and infrastructure as the Purchaser may deem proper and necessary, during the term of the Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements. (hereinafter 'scope of work').

7.5.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract

7.5.4 The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Clause 7.26 - Change Orders/ Alteration/ Variation

7.6 Key Performance Measurements

7.6.1 Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in the RFP

7.6.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency

7.6.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. These changes shall be carried as per mutual consent

7.7 Performance Bank Guarantee

7.7.1 Within 21 days after the receipt of notification of award of the Contract from the Purchaser, the successful bidder shall furnish Performance Bank Guarantee to the Purchaser, which shall be of INR 8,00,00,000/- (Rupees Eight crore only) and shall be in the form of a Bank Guarantee Bond from a Scheduled commercial Bank/ Nationalized Bank in the proforma given at Annexure IV – Forms (Form A.16)

7.8 Commencement and progress

7.8.1 The Bidder shall be subject to the fulfilment of the conditions precedent set out in Clause 7.3 - Conditions Precedent, commence the performance of its obligations in a manner as specified in the Scope of Work

7.8.2 The Bidder shall proceed to carry out the activities/ services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract

7.8.3 The Bidder shall be responsible for and shall ensure that all services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/ conditions set out hereunder

7.8.4 The Bidder shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

7.8.5 The Bidder under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative

standards, such standard shall be the latest issued by the concerned institution. Delivery of the .IN Registry infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Purchase Order.

7.9 Standards of Performance

7.9.1 The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

7.10 Sub-contract

7.10.1 The successful bidder shall provide all the services through its own company and no sub-contracting is allowed. However, if sub-contracting for specialised work is required, the successful bidder shall obtain written approvals from NIXI

7.11 Bidder's Obligations

7.11.1 The Bidder's obligations shall include Development, Procurement, Delivery, Configuration, Implementation, Testing, Data Migration, Commissioning, Operations & Maintenance and provision of all the services and deliverables covering associated software as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and his Contract.

7.11.2 The Bidder shall work as Registry Operator for all the domain names as mentioned at Clause 5.1.3. The Bidder shall continue to provide services to any new TLD launched at the same terms & conditions of the RFP

7.11.3 In addition to the aforementioned, the Bidder shall perform the services specified by the 'Scope of Work' requirements as specified in the RFP and changes thereof

7.11.4 The Bidder shall ensure that the Bidder's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Service are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.

7.11.5 The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same

7.11.6 Bidder's Representative: The Bidder's representative shall have all the powers requisite for the performance of services under the Contract. The Bidder's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to

Purchaser's representative in the manner required by them for supervision/ inspection/ observation of the IT infrastructure, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and cooperates with the other Service Providers of the Purchaser working at the site/ offsite for activities related to planning execution of scope of work and providing services under this contract.

7.11.7 Reporting Progress

a. The Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase at the end of each month or before the expiry of the last day of each month
b. Post implementation, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis. An indicative list of such reports along with their periodicity is mentioned in 'Dashboard, Reporting & Billing' under Scope of Work. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 2 hard copies, along with 2 soft copies. Formats for such reporting shall be discussed at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the periodicity and dissemination mechanism of such reports.
c. Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the contract.
d. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings
e. Steering Committee involving representatives of the Purchaser and senior officials of the bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
f. The IT infrastructure, services and manpower to be provided/ deployed by the Bidder under the Contract and the manner and speed of implementation & maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract
g. The Purchaser reserves the right to inspect and monitor/ assess the progress/ performance of the work/ services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/ performance of the Work/ Service.
h. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all Documents and other details as may be required by them for this purpose
i. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works

by the stipulated time, or is in deviation to RFP requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing

j. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

k. The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract

l. In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Programme for deployment of extra man power/ resources shall be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the Contract Value.

7.11.8 Knowledge of Site Conditions

a. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.

b. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.

c. The Bidder shall have conducted its own due diligence with regard to the information contained in The RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources

d. The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of

equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

7.11.9 Program of Work

a. Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
b. If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/ shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the bidder to develop/ adhere such a work plan shall be to his account

7.11.10 Bidder's Organization

a. The Bidder's team deployed for execution of work and provision of services under this contract shall comprise of manpower resources with skills and expertise as mentioned in Clause 8.2 – Evaluation of Technical Bids
b. The Bidder shall supply to the Purchaser for its approval, within 10 calendar days after the release of Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the Bidder for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed
c. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed for .IN Registry Operations. If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organization, the outgoing resource shall be replaced with an equally competent resource on approval from the Purchaser. The Bidder shall promptly inform the Purchaser in writing, if any such revision or change is necessary.
d. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service
e. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire reporting time period

f. The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.

g. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/ charges in connection thereof

h. The Bidder shall provide and deploy only those manpower resources who are qualified/ skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/ supervise the work

i. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his/ her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

j. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

k. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause

l. The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel

7.11.11 Adherence to safety procedures, rules regulations and restrictions

a. Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.

b. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/ policy.

c. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations
d. Bidder shall also adhere to all security requirement/ regulations of the Purchaser during the execution of the work

7.11.12 Statutory Requirements

a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard
b. The Bidder and their personnel/ representative shall not alter/ change/ replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser
c. The Bidder and their personnel/ representative shall not without consent of the Purchaser install any hardware or software not purchased/ owned by the Purchaser

7.12 Bidder's Personnel

7.12.1 The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract

7.12.2 All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.

7.13 Project Manager

7.13.1 The Bidder shall ensure that at all times during the currency of the Contract a Manager acceptable to the Purchaser shall take charge of the Performance of the Contract. The Manager shall be assisted by Operations & Maintenance staff, Technical support desk staff and other members of the team. The desired team composition required for execution of this contract has been provided under Section 9 – Scope of Work.

7.14 Contract Administration

7.14.1 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties

7.14.2 Either party may appoint any individual/ organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

a. exercise all of the powers and functions of his/ her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
b. bind his or her Party in relation to any matter arising out of or in connection with this Contract

7.14.3 The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf

7.14.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's

representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

7.15 Purchaser's Right of Monitoring, Inspection and Periodic Audit

7.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/ assess the progress/ performance/ maintenance of the .IN Registry at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

7.15.2 The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Bidder failing which these Purchaser may, without prejudice to any other rights that it may issue a notice of default.

7.15.3 The Bidder shall at all times provide to the Purchaser or the Purchaser's Representative access to the Site

7.16 Purchaser's Obligations

7.16.1 The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

7.16.2 Purchaser shall ensure that timely approval is provided to the Successful Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Purchaser.

7.16.3 The Purchaser shall approve all such documents as per above Clause

7.16.4 The Purchaser's Representative shall interface with the Successful Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract

7.16.5 The Purchaser shall be responsible for marketing and promotional activities including the price control mechanism for .IN Registry

7.17 Intellectual Property Rights

7.17.1 Purchaser shall own and have Intellectual Property Rights of all the deliverables which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/ documents and file all relevant

applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.

7.17.2 If Purchaser desires, Further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.

7.17.3 The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services

7.18 Information Security

7.18.1 The Bidder shall not carry any written/ printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods/ material proprietary to Purchaser into/ out of the DC and DR without written permission from the Purchaser

7.18.2 The Bidder shall not destroy any unwanted documents, defective tapes/ media present at the DC and DR on their own. All such documents, tapes/ media shall be handed over to the Purchaser

7.18.3 The Bidder shall formulate a comprehensive Information Security Policy (ISP), Disaster Recovery and BCP policy based on BS7799/ISO 27001 and BS15000/ ISO 20000 guidelines covering all the IT Infrastructure assets within 15 days from the date of signing of the contract

7.18.4 The Bidder acknowledges that Purchaser's business data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this Contract. The Bidder shall use such information only for the purpose of performing the said services

7.18.5 The Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic

7.18.6 The Bidder shall maintain strict confidentiality with respect to the Proprietary Information that it obtains during the term of this Contract. Such confidentiality shall be maintained by the Bidder even post termination or expiry of the term of the Contract in perpetuity

7.19 Record of Contract Documents

7.19.1 The Bidder shall at all time make and keep sufficient copies of the Drawings, Specifications and Contract documents for him to fulfil his duties under the Contract

7.19.2 The Bidder shall keep at least two copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative

7.20 Ownership and Retention of Documents

7.20.1 The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract

7.20.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents

7.21 Indemnity

7.21.1 The Bidder shall indemnify the Purchaser from and against all third party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. Purchaser/ User department stands indemnified from any claims that the hired manpower/ Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser/ User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder

7.22 Confidentiality

7.22.1 The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract

7.22.2 The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC and DR architecture, Purchaser's business or operations without the prior written consent of the Purchaser

7.22.3 The Bidder may only disclose Confidential Information in the following circumstances:

a. with the prior written consent of the Purchaser;
b. to a member of the Bidder's Team ("Authorized Person") if:

I. the Authorized Person needs the Confidential Information for the performance of obligations under this contract
II. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
III. If the information is already made available in any public domain

7.22.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser

7.22.5 The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser on mutually agreed terms and conditions. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates

7.22.6 The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser

7.22.7 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause

7.23 Taxes

7.23.1 Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source

7.23.2 The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract

7.23.3 The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, GST, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Purchaser under the Contract. However Bidder shall recover all the Indirect taxes from NIXI on Actuals at the rate prevailing at the time of Billing and NIXI shall also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities

7.23.4 If there is any reduction in taxes/ duties/ levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable

7.23.5 The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the

Indian Income Tax Authorities, for the payments received by them for the works under the Contract

7.23.6 The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Contract. All such taxes must be included by Bidders in the Commercial Bid (Bidder to find out applicable taxes for the components being proposed)

7.23.7 Should the Bidder fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/ Bidder

7.23.8 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly

7.24 Term and Extension of the Contract

7.24.1 The term of this Contract shall be initially for a period of five years from the date of the site acceptance and start of live operations of the Data Centre, according to the time schedules specified in Section 10 – Implementation Plan, Payment Schedule and Deliverables

7.24.2 The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it shall grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion

7.24.3 Additional period up to 360 days (in four instalments of 90 days each) as deemed appropriate (NIXI reserve right to extend the agreement with Bidder), term and conditions for SLA, penalty and Prices for On premise services & Manpower shall remain same as given for 5th Year

7.24.4 Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative Bidder/ service provider or create its own infrastructure to operate such Services as are provided under this Contract

7.25 Prices

7.1.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect

7.26 Change Orders/ Alteration/ Variation

7.26.1 The Bidder agrees that the Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser

a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/ or addition shall be carried out by the Bidder without any time and cost effect to Purchaser

b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/ Contract. Any upward revisions/ additions of specifications, technical manpower, Service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation/ commissioning of the .IN Registry infrastructure or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried as per mutual consent

7.26.2 The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services) the Service requirements, as mentioned in the Contract, at any time during the Contract period.

7.26.3 The written advice to any change shall be issued by the Purchaser to the Bidder upto 4 (four) weeks prior to the due date of commencement of Services

7.26.4 In case applicable rates for the increase/ decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/ cancelling Scope of work

7.26.5 Conditions for Change Order

a. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical Representative directs in writing the Bidder to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser or Purchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser

b. Any change order comprising an alteration which involves change in the cost of the Services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Service Price and adjustment of the implementation schedule if any

c. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review of the Service Price which shall represent the change in cost of the works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.

d. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 7.26.6 (k).

7.26.6 Procedures for Change Order

a. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative
b. In case such Requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof
c. In either of the two cases as explained in above two Clauses, the representatives of both the parties shall discuss on the revised Requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not
d. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement
e. Bidder shall study the revised requirement in accordance with the joint memorandum under Clause (d) above and assess subsequent schedule and cost effect, if any
f. Upon completion of the study referred to above under Clause (e) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works
g. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order
h. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents
i. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder
j. If Purchaser accepts the implementation of the Change Order under Clause 7.26.6 (f) in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.
k. In case, mutual agreement under Clause 7.26.6 (d), i.e. whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
l. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or

decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

7.26.7 Conditions for Revised Work/ Change Order

a. The provisions of the Contract shall apply to Revised Work/ Change Order as if the revised work/ Change order has been included in the original Scope of Work. However, the Contract Value shall increase/ decrease and the schedule shall be adjusted on account of the revised Work/ Change Orders as may be mutually agreed in terms of provisions set forth in Clause 7.26 – Change Orders/ Alteration/ Variation. The Bidder's obligations with respect to such revised Work/ Change Order shall remain in accordance with the Contract.

7.27 Suspension of Work

7.27.1 The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of Works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.

7.27.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his Performance Bank Guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.

7.28 Time is of Essence

7.28.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Bidder by the completion date

7.29 Completion of Contract

7.29.1 Unless terminated earlier, pursuant to Clauses 7.4 – Representations & Warranties, 7.17.3, 7.20 – ownership and Retention of Documents, and 7.22 – Confidentiality above, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 7.34 – Consequences of Termination are fulfilled to the satisfaction of the Purchaser

7.30 Special Conditions of Contract

7.30.1 Amendments of, and Supplements to, Clauses in the General Conditions of Contract

7.31 Event of Default by the Bidder

7.31.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the contract shall constitute

an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter-alia the following:

a. the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser
b. the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser
c. the Agency/ Bidder's Team has failed to conform with any of the Service/ Facility Specifications/ standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the Term of this Contract and which the Purchaser deems proper and necessary for the execution of the Scope of Work under this Contract
d. the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
e. There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder
f. The Bidder Abandons the project during the Term of the Contract

7.31.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed

7.31.3 Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser

7.32 Consequences of Event of Default

7.32.1 Where an Event of Default subsists or remains uncured the Purchaser may/ shall be entitled to:

7.32.2 The Bidder shall in addition take all available steps to minimize loss resulting from such event of default

7.32.3 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:

a. shall specify the nature of the failure; and
b. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

7.32.4 Terminate the Contract in Part of Full

a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other

costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/ losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Purchaser under law

7.33 Termination

7.33.1 The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect ay of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract

b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract

c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder/ service provider, and to ensure business continuity

d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser

e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, NIXI shall pay for accepted goods/services completed upto the date of termination

7.34 Consequences of Termination

7.34.1 In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of this contract

7.34.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder

7.34.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the

Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/ omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor/ other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/ any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the RFP and this Contract

7.34.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law

7.34.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination

7.35 Penalty

7.1.2 Ongoing performance and Service Levels shall be as per parameters stipulated by the Purchaser in this contract, failing which the Purchaser may, at its discretion, impose Penalties on the Bidder as defined in General Conditions of the Contract and Service Level Agreement of the RFP

7.36 Liquidated Damages

7.36.1 Subject to Clause 7.45 – Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:

a. Recover from the Bidder, as liquidated damages of INR 9,00,000 (Rupees Nine Lacs only) for each day delay beyond the Scheduled completion date or part thereof, subject to a maximum equivalent to value of "Contract Performance Guarantee". For the purpose of liquidated damages, the scheduled completion date shall be taken as date of Acceptance of system.

AND/ OR

b. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser

7.36.2 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank

Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

7.36.3 Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages

7.37 Dispute Resolution

7.37.1 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

7.37.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 7.37.3 and Clause 7.37.4 below

7.37.3 In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with the Contract, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 2015. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Bidder. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by according to the provision of Arbitration and Conciliation Act 2015.

7.37.4 The Arbitration and Conciliation Act 2015, the rules hereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings

7.37.5 The Arbitration proceedings shall be held in Delhi, India

7.37.6 The proceedings of Arbitration shall be in English language

7.37.7 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.

7.37.8 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award

7.37.9 The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties

7.37.10 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties

7.37.11 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 2015 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause

7.37.12 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

7.38 Transfer of Ownership

7.38.1 The Bidder must transfer all good, clear and unencumbered titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates etc. related to the system designed, developed, installed and maintained by the Bidder

7.39 Limitation of the Bidder's Liability towards the Purchaser

7.39.1 Except in case of gross negligence, wilful misconduct, breach of Applicable Laws, breach of representations & warranties and breach of indemnity provisions on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser

a. For any indirect or consequential loss or damage; and
b. For any direct loss or damage that exceeds the total payments payable under his contract to the Bidder hereunder

7.40 Conflict of Interest

7.40.1 The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict

7.41 Severance

7.41.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

7.42 Governing Language

7.42.1 The Contract shall be written in English language. Subject to Clause 7.46.5 such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

7.43 "No Claim" Certificate

7.43.1 The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted

7.44 Publicity

7.44.1 The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent

7.45 Force Majeure

7.45.1 Force Majeure shall mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

c) rebellion, revolution, insurrection, or military or usurped power, or civil war;

d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or

f) acts or threats of terrorism

7.45.2 Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Bid and/ or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder

7.45.3 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

7.45.4 In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

7.45.5 In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure

7.45.6 In case of Force Majeure continues for 180 (One Hundred and Eighty) days, the Contract shall be deemed to have been terminated

7.46 General

7.46.1 Relationship between the Parties

a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency/Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder

b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract

c. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract

7.46.2 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser

7.46.3 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations

7.46.4 Entire Contract

The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

7.46.5 Governing Law

This Contract shall be governed in accordance with the laws of India

7.46.6 Jurisdiction of Courts

The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract

7.46.7 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract

7.46.8 Notices

a. A "notice" means:

i. A notice; or

ii. A consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

National Internet Exchange of India.

<<Attn: XXXX, XXXX, NIXI >>

[Phone:]

[Fax:]>>

To Bidder at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above

A notice served on a Representative is taken to be notice to that Representative's Party

7.46.9 Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

7.46.10 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

7.46.11 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

7.47 Exit Management Plan

7.47.1 An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring

a. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer

b. Plans for provision of contingent support to Project and Replacement Technical Service Provider for a reasonable period after transfer
c. Exit Management plan in case of normal termination of Contract period
d. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period
e. Exit Management plan in case of termination of the Bidder

7.47.2 Exit Management plan at the minimum adhere to the following:

a. Three (3) months of the support to Replacement Technical Service Provider post termination of the Contract
b. Complete handover of existing system and infrastructure to NIXI in running condition
c. Complete handover the copy of software, reports, documents and other relevant items developed for .IN registry operations to NIXI
d. Complete handover of .IN Registry Data to NIXI in format as required by NIXI
e. Any Third party licenses required for running the developed application software/ operations shall be bought by the NIXI
f. Have a minimum one month overlap period of running .IN registry operations with the new TSP
g. Destroy all .IN registry specific data at TSP end post the handover and submit an undertaking to that effect
h. Certificate of Acceptance from authorized representative of Replacement Technical Service Provider issued to the Bidder on successful completion of handover and knowledge transfer
i. In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan
j. During the exit management period, the Bidder shall use its best efforts to deliver the services

7.48 IT Act 2008 (Amendment)

Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (amendment)

7.49 Issue Management Procedures

7.49.1 General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between NIXI and Bidder

Implementing such a process at the commencement of Services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at operational levels

7.49.2 Issue Management Procedures

a. Either NIXI or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions
b. The NIXI and the Bidder shall determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.

c. A meeting or conference call shall be conducted to resolve the issue in a timely manner. The documented issues shall be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention
d. The NIXI and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder shall then communicate the resolution to all interested parties
e. In case the issue is still unresolved, the arbitration procedures described in the Contract shall be applicable

7.49.3 SLA Change Control

a. General

It is acknowledged that this SLA may change as NIXI's business needs evolve over the course of the contract period. This document also defines the following management procedures:

i. A process for negotiating changes to the SLA
ii. An issue management process for documenting and resolving difficult issues
iii. NIXI and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management

Any changes to the levels of Service provided during the Term of this Contract shall be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes shall be documented as an addendum to this SLA and, subsequently, the Contract

If there is any confusion or conflict between this document and the Contract, the RFP and its addenda, the Contract shall supersede

b. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with the NIXI. Normally, the forum for negotiating SLA changes shall be NIX's quarterly meetings. Unresolved issues shall be addressed using the issue management process

The Bidder shall maintain and distribute current copies of the SLA document as directed by NIXI. Additional copies of the current SLA shall be made available at all times to authorized parties

c. Version Control

All negotiated SLA changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred

d. Responsibilities of the Parties

Bidder

Bidder is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.

Additionally the Bidder is responsible for:

i. Reporting problems to NIXI as soon as possible
ii. Assisting NIXI in management of the SLA
iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services.

iv. Assisting NIXI to address and resolve issues from time to time

Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

NIXI

NIXI is responsible for:

i. Reporting defects and problems to the Bidder as soon as possible
ii. Assisting Bidder in management of the SLA
iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
iv. Assisting Bidder to address and resolve issues from time to time

e. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that NIXI and Bidder management are communicating at the appropriate levels.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

i. Either NIXI or Bidder can initiate the procedure
ii. The "moving party" should promptly notify the other party that management escalation shall be initiated
iii. Management escalation shall be defined as shown in the contact map below
iv. Escalation shall be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	Bidder* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director		
Level 3: Steering Committee		

*Bidder shall provide information for the following:

i. Chief Executive Officer
ii. Project Manager
iii. Steering Committee

f. Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. <TENDER REFERENCE NUMBER> Dated <DATE> to be executed by their respective authorized representatives.

For and on behalf of:

_____Bidder

Place: _____

For and on behalf of:

_____NIXI

Place: _____

Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Office Seal: _____	Office Seal: _____

7.50 Change Control

7.50.1 Change Control Procedure

This part of the section describes the procedure to be followed in the event of any proposed change to this Contract and Project Implementation & Maintenance. Such change shall include, but shall not be limited to, changes in the scope of work by Bidder and changes to the terms of payment as stated in the RFP.

NIXI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Bidder shall endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP and NIXI shall work with the Bidder to ensure that all changes are discussed and managed in a constructive manner.

Any additional service requirement of bidder in accordance to domain industry global practice shall not be considered as change request

This Change Control Schedule sets out the provisions which shall apply to changes to (a) the Contract; (b) the Project Implementation; and (c) the Project Maintenance

a. Change Control Note ("CCN") & Change Note on Scope of Work (“CNS”)
   i. For performing of any functional changes to system, which are deviating from the signed-off Functional Requirements/ System Requirements, a separate Change Control Note (CCN) shall be prepared by Bidder and the changes in the Solution shall be implemented accordingly at no additional cost to NIXI. The time period for implementation of change shall be mutually decided between Bidder and NIXI
   ii. In case there is a change request in the Scope of Work, the Bidder shall prepare the “CNS (change note on Scope of Work)” with detailed man-month efforts and cost estimates as mandated by Purchaser and get it approved by Purchaser for the additional cost, effort and implementation time
   iii. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change
b. Decision of NIXI on change being a CCN or CNS would be final & binding on Bidder
   i. Change requests in respect of the Contract, the Project Implementation, or the Maintenance SLA shall emanate from the Parties' respective Project Manager who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Note/ Change in Scope Process and shall complete Part A of the CCN/ CNS attached below hereto. CCNs/ CNSs shall be presented to the other Party's Project Manager who shall acknowledge receipt by signature of the CCN/ CNS
   ii. The Bidder and NIXI, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work including ancillary and concomitant services required

as detailed in RFP. The value of each CNS request should not be exceeding 5% of the total billed amount in any case and overall cost of CNSs, during the term of project, shall not exceed 10% of the billed amount.

c. Quotation

i. The Bidder shall assess the CCN/ CNS and complete Part B of the CCN/ CNS. In completing Part B of the CCN/ CNS the Bidder shall provide as a minimum:
   - a description of the change;
   - a list of deliverables required for implementing the change;
   - a timetable for implementation;
   - an estimate of any proposed change;
   - any relevant acceptance criteria;
   - an assessment of the value of the proposed change for CNS;
   - material evidence to prove that the proposed change is not already covered within the scope of the project, SLAs, or Contract.

ii. Prior to submission of the completed CCN/ CNS to NIXI, the Bidder shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Contract, the Project Implementation & Maintenance including SLAs affected by the change and the total effect that may arise from implementation of the change.

iii. Materiality criteria shall be established by NIXI, and the Bidder's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.

iv. Upon receipt of the Change Proposal, NIXI and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, NIXI shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the NIXI is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If NIXI decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly

d. Costs

Bidder shall be responsible for its own costs incurred in the quotation, preparation of CCNs/ CNSs and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/ CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/ CNS then the cost of getting it done by third party shall be borne by the Bidder

e. Reporting/ Review

The Status on the progress of the Change requests and CCNs/ CNSs shall be reported by Bidder to NIXI on a periodic basis and same shall be reviewed by both the parties on Fort-nightly basis. For any changes in the .IN Registry, identified by either party, Bidder shall prepare a detailed Change Control Note/ Change Note on Scope of Work within ten working days from the date of intimation of such change

f. Obligations

The Bidder shall be obliged to implement any proposed changes once approval from NIXI in accordance with this CCN/ CNS has been given, with effect from the date agreed for implementation

g. Payment for Change Order
   Payment for any change order on Scope of Work (CNS) shall be mutually agreed between the Purchaser and Successful Bidder

8 Evaluation of Bid

8.1 Evaluation of Pre-qualification Criteria

8.1.1 In this part, the bid shall be reviewed for determining the Compliance of the general conditions of the contract and Prequalification Criteria as mentioned in the RFP. Any deviation for general conditions of the contract and pre-qualification Criteria shall lead to rejection of the bid

8.1.2 Before opening and evaluation of their technical proposals, bidders are expected to meet all the conditions of the RFP and the pre-qualification criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily

8.1.3 The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

S. No.	Criteria	Documentary Evidence
1.	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.	§ Copy of Certification of Incorporation/ Registration Certificate § PAN card § GST registration
2.	The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date. *Note:* *i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered* *ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only*	§ Audited financial statements for the last three financial years (FY 2014-15 and 2015-16, 2016-17) § Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) § Certificate from the Statutory Auditor on positive net-worth for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) § Consolidated financial statements of the Parent/ Holding Entity & all its subsidiaries for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17)
3.	The Bidder should have experience in India of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date: 1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name	§ Work order OR § Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND § Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead *Note:*

S. No.	Criteria	Documentary Evidence
	registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration 2. Software design & development / operations, maintenance & enhancements of DNS Registry System with a registration portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration 3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores *Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered*	*i. SLA report certified by the Client mentioning number of transactions for IT Registry System projects* *ii. SLA report certified by the Client mentioning number of transactions for DNS Registry System projects*
4.	The Bidder should possess any two (2) of the below certifications which are valid as on bid submission date: - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System Note: *CMMi Level 3 or above for Capability Maturity Model Integration is a mandatory requirement*	§ Copies of valid certificates
5.	The Bidder (including *Parent/ Holding Entity & all its subsidiaries*) should not have been black-listed/ debarred by	§ Undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial

S. No.	Criteria	Documentary Evidence
	any Central/ State Government as on bid submission date (during last three (3) years).	stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public
6.	Special Power of Attorney for the Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement	§ Special Power of Attorney to sign the Contract Agreement

8.2 Evaluation of Technical Bids

8.2.1 Only those bidders who qualify all Pre-qualification/ Eligibility Criteria requirements shall be qualified for technical bid evaluation

8.2.2 Technical presentation shall be a part of the process for evaluation of the bids

8.2.3 The Technical Evaluation Committee (TEC) reserves the right to reject a Product/ Solution/ Service if it is of an opinion that the offered product/ service does not match the technical requirements/ objectives specified in Technical Bid – Purchaser's Requirements

8.2.4 The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/ mandatory Technical requirements and the scope of work as defined in this RFP

8.2.5 Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms and conditions and the scope of work shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

8.2.6 If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score

8.2.7 Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. NIXI reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of NIXI shall be final and binding in this regards.

8.2.8 A score would be given to each bidder by NIXI based on the scoring criteria mentioned below

8.2.9 Bids that are technically qualified would only be taken up for commercial evaluation

8.2.10 Bidder shall submit the detailed technical specifications of both hardware & software quoted by them as part of their technical bid

8.2.11 NIXI reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders shall not be entertained and shall be summarily rejected. NIXI shall not respond to any query raised by bidders seeking reasons for rejection of the bid.

8.2.12 Technical Bids shall then be evaluated for the following broad parameters:

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
A	Bidder's profile (max. -150 marks)			
A1	Average Annual Turnover	Average annual turnover over the last three financial years (FY 2014-15, 2015-16 and 2016-17). Marks shall be allotted as given below: i) More than INR 500 Crores = 90 marks ii) More than INR 300 – up to INR 500 Crores = 60 marks	90	§ Certificate from the Statutory Auditor on turnover details from the over the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) § Consolidated financial statements of the Parent & all its subsidiaries for the last three (3) financial years (FY

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
		iii) More than INR 200 – up to 300 Crores = 30 marks *Note:* *i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered* *ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only*		2014-15, 2015-16 and 2016-17)
A2	Manpower	Full time employees on payroll of the Bidder, working in the business unit providing "IT/ ITeS" as on bid submission date. Marks shall be allotted as given below: - More than 400 full-time employees = 60 marks - Between 200 – 400 = 30 marks - Between 100 – 200 = 20 marks	60	§ Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorised signatory for this bid holding written special power of attorney on stamp paper
B	Project Experience (max. -400 marks/ 5 Projects)			
Please Note: 80 marks shall be assigned against each project (maximum 2 projects to be shown against each category B1 to B3 as defined below) and same project shall not be considered in different categories.				
B1	Software design & development/ operations, maintenance & enhancements of any IT Registry System such	The Bidder should have experience in India/ Abroad of executing "Software design & development/ operations, maintenance & enhancements of any IT Registry System (excluding IT Infrastructure and	-	§ Work order OR § Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
	as domain name registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar (excluding IT Infrastructure and licenses)	licenses) with minimum 20 Lacs transactions per year in any year of project duration" out of which one (1) project should have been completed during the last 7 years having minimum value of INR 10 Crores as on bid submission date		§ Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead *Note:* § *SLA report certified by the Client mentioning number of transactions for IT Registry System projects*
B2	Software design & development / operations, maintenance & enhancements of DNS Registry System with a registration portal (excluding IT Infrastructure and licenses)	The Bidder should have experience in India / Abroad of executing "Software design & development / operations, maintenance & enhancements of DNS Registry System with a registration portal (excluding IT Infrastructure and licenses)" with minimum 20 Lacs transactions per year in any year of project duration" out of which one (1) project should have been completed during the last 7 years having minimum value of INR 10 Crores as on bid submission date	-	§ Work order OR § Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND § Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead *Note:* *SLA report certified by the Client mentioning number of transactions for DNS Registry System projects*
B3	Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security	The Bidder should have experience in India of executing "Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary	-	§ Work order OR § Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND § Completion Certificate issued & signed by the

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
	for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) *<u>Note</u>:* *Bidder who have built their own Data Centre (IDC) for commercial use shall be considered*	infrastructure such as desktops, printers, UPS, scanner)" out of which one (1) project should have been completed during the last 7 years having minimum value of INR 10 Crores as on bid submission date		competent authority of the client entity on the entity's letterhead
C	Approach & Methodology & Solutions proposed (max. -300 marks)			
C1	Robustness & quality	Adequacy, robustness, quality and scalability of proposed solution	100	
C2	Understanding	Demonstrated level of understanding of the scope of work and all aspects of the project - Overall Solution framework and approach to implement, operate & maintain - Project implementation plan/ Risk Mitigation Plan/ Strategy/ SLA - Completeness of the proposed project plan with proper timelines, roles & responsibility matrix - Strategy to meet implementation	125	

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
		timelines (Work plan and staffing schedule) - Operations & maintenance plan including comprehensiveness of fall back strategy		
C3	Presentation	Qualified bidders shall be called for presentation and presentation shall be delivered by the proposed Project Manager assisted by Team Lead/s (Assessment to be based on a note covering all requirements as mentioned above & Presentation made by the Bidder before the Tender Committee)	75	
D	Proposed resources (max. -150 marks)			
D1	Resources (for evaluation purpose)	Implementation, Operations & Maintenance Phase: 1. Project Manager – 20 marks 2. Functional Expert Registry – 20 marks 3. Team Leader (Application Software Expert) – 20 marks 4. Quality Assurance Lead – 15 marks 5. IT Security Expert – 15 marks 6. Network Administrator – 15 marks 7. System Administrator – 15 marks 8. Database Administrator – 15 marks 9. Application Development Expert	150	

S. No.	Criteria Category	Evaluation Criterion Details	Max. Marks Allotted	Supporting Documents Required
		– 15 marks Note: *All the proposed resources shall be full time employee of the Bidder.*		

The Technical Evaluation would be done for only those bidders, who comply with the pre-qualification criteria mentioned in Clause 8.1 – Evaluation of Pre-qualification Criteria. The Evaluation Committee may invite only such qualified bidders to make a presentation as part of the technical evaluation.

Only those bids which have a minimum technical score of 70% of total marks shall be considered qualified. However, NIXI reserves the right to lower the minimum required marks if none of the bidders achieves 70% of the total technical marks. The bid complied as per criteria mentioned above shall be evaluated as per the framework detailed below:

S. No.	Evaluation Criteria	Marks
1.	Bidder's profile	150
2.	Project Experience	400
3.	Approach & Methodology & Solutions proposed	300
4.	Proposed resources	150
5.	Total Marks	1000
6.	Minimum Qualifying Marks	700

8.2.13 Technical Bid Scoring

The technical marks of a bidder shall be assigned to the bidder and it shall be awarded based on the Technical Evaluation Criteria as specified above. NIXI's decision in this regard shall be final & binding and no further discussion shall be held with the bidders.

Note: NIXI reserves the right to share the technical score of the qualified bidder with respective bidder only. After sharing of the technical score, the bidder shall be required to maintain strict confidentiality and the integrity of the technical scores shared with them by NIXI.

8.3 Evaluation of Commercial Bids

8.3.1 Commercial bids submitted by only those bidders, who have qualified both pre-qualification and Technical evaluation, shall be eligible for further evaluation

8.3.2 NIXI shall declare the Technical Marks only to the technically qualified bidders prior to opening the Commercial Bids of the bidders

8.3.3 The commercial Bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.

8.3.4 Commercial Bids that are not as per the provided format in Annexure IV – Forms (Form A.15) shall be liable for rejection.

8.3.5 The bidder that has quoted the lowest proposed per Financial Transaction Annual Service Price (for the entire project duration for all type of transaction including Creation/ Renewal/ Transfer IN/ RGP Restore) shall be awarded the Contract

8.3.6 In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order

8.3.7 Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic commercial bid with a view to subverting the tender process shall be rejected straight away and EMD of such vendor shall be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and shall not be considered for further evaluation.

8.3.8 If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation

8.3.9 The Selected bidder shall not be declared till the detailed commercial bid is not evaluated. During the evaluation if the NIXI finds that the detailed commercial bid is not in order or not complete etc. then NIXI shall treat his bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked bidder shall be considered for further evaluation and so on till a bidder is selected.

8.3.10 If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such bidders for next three years from participating in any NIXI tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

8.3.11 If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such organization for next three years from participating in any NIXI Tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.

8.3.12 Next ranked commercial bidder also backs out then NIXI shall complete the tender process by following the same process again for other remaining commercial ranked bidders

9 Scope of Work

9.1 Shared Registry System

9.1.1 The Extensible Provisioning Protocol (EPP) - based .IN Registry platform provides a stable, DNSSEC and IPv6-enabled Shared Registry System (SRS) that is scalable, state-of-the-art, and secure. The SRS is capable of registering domain names managed by multiple registrars.

9.1.2 The TSP shall ensure that technical and operational specifications for the SRS consists of the following parts:

a. Provide infrastructure including the hardware equipment and software solutions for a stable registration system along with support equivalent access to the shared registration system for all registrars; operate and manage a secure, stable, scalable and reliable SRS which updates in real-time

b. Thick registry model where-in all contact details are stored in a central location by the registry

c. Use EPP as a protocol for registering and managing domain names in a very standardized way. The EPP shall give registrars the ability to fully automate the management of their domain names

d. Compliant with Registration Data Access Protocol (RDAP) as per the IETF standards and adopt protocol as per changes by the ICANN

e. Able to manage registry operations as per current & future business requirements including scale & size of the domains

f. Comply with the multi-lingual requirement of NIXI

g. Design and Development of Application Programming Interface (APIs) for registry access.

h. Complete documentation of Application Programming Interface (APIs) are provided to the Registrars allowing them to create their own systems to access their Registry

i. Provision of registrar toolkit for NIXI and registrars that consists sufficient technical specifications and documentation to allow them to create their own systems to access their Registry

9.2 DNS Services

9.2.1 The TSP shall provide scalable, hierarchical, and dynamic Domain Name System ('DNS') services that enable generation and propagation of the zone file.

9.2.2 The TSP shall ensure that technical and operational specifications for the Domain Name System consist of the following parts:

a. Resolution of the .IN domain by ensuring availability of the .IN authoritative nameservers and the accuracy of .IN zone data resolution

b. Globally distributed DNS servers in order to comply with RFP's SLA standards with a minimum of 2 Recursive Resolver DNS servers in India (preferably in two different seismic zones) allowing for redundancy and fault tolerance

c. DNS infrastructure shall use multiple DNS vendors and shall physically locate the .IN TLD nameservers within the geographic boundaries of India

d. Scalable resolution system to handle the existing number of names and projected growth, existing DNS query loads including normal peaks and projected growth, attacks and traffic generated by viruses, worms and spam, simultaneous attacks across the network (geographically dispersed) etc., further details for existing number of domain names is highlighted in Clause 4.4 - .IN Potential of Section 4 – Project Background

e. Secure resolution system with ability for Distributed Denial of Service ('DDoS') mitigation and shall support Domain Name System Security Extensions ('DNSSEC'), Internet Protocol version 6 ('IPv6') and Internationalised Domain Names ('IDNs')
f. TSP shall ensure to adhere to .IN Domain Anti-Abuse Policy, bidder can refer the policy in the following url: https://registry.in/Policies/IN_Anti_Abuse_Policy

9.3 WHOIS Services

9.3.1 WHOIS services running on port 43
9.3.2 Web-based WHOIS services
9.3.3 Associated hardware & software
9.3.4 WHOIS search capabilities
9.3.5 Configurable WHOIS output
9.3.6 Support for multilingual contact information in Indian languages as per the approved languages by ICANN and to be approved languages in future
9.3.7 Historical WHOIS data shall be preserved for incident analysis purposes.
9.3.8 Adequate security mechanism should be in place to prevent abuse from data miners
(The TSP shall ensure digital accessibility as per the Rights of Persons with Disabilities Act 2016 The Act clearly mandates that accessibility includes information technology accessibility (ICT accessibility) for the particular group of persons with disabilities)

9.4 Software Solutions

9.4.1 RFC 3730 compliant EPP registry protocol support and the TSP shall keep pace with any further updates to latest EPP standards
9.4.2 Registrar Toolkit ('RTK') that allows registrars to build their own interfaces into the registry system
9.4.3 Continuous near-real-time DNS updates to a network of DNS servers
9.4.4 Configurable registry software that is able to accommodate all .IN domain policy and technical needs as well as provide flexible pricing options for marketing programs
9.4.5 Compliance with applicable standards published by Internet Corporation for Assigned Names and Numbers ('ICANN') and other related bodies such as the Internet Engineering Task Force ('IETF'), Internet Infrastructure Board ('IIB') & the Security and Stability Committee ('SSAC')
9.4.6 Web based administration tool and an associated registry account to facilitate the supervision of all domains and objects in the .IN registry. The tool and account shall allow features including but not limited to the ability to look up and alter any record in the registry, giving control over all .IN domains, and an account to manage reserved names used by the registry
9.4.7 The deployed Software/ Application/ System should be able to support e-KYC
9.4.8 The deployed Software/ Application/ System should be able to integrate Data Analytics
9.4.9 The Web based administration tool must be secured properly. If remote access is proposed, implement proper Authentication and Access controls.

9.5 Facilities and System

9.5.1 Set-up 2 distinct data centre facilities to operate & manage .IN registry operations, located in different cities of India and under different seismic zones. Further out of two data centres, one of them should be in low seismic zone (1, 2 or 3) location.

9.5.2 The Bidder shall be required to set up the required physical facility, equipment and systems, networking bandwidth and the manpower at these two data centre facilities. The current data centre facilities and equipment shall not be available for the new setup

9.5.3 The TSP shall deploy the required hardware and undertake management of the facilities and systems including but not limited to:

a. Physical Facilities
b. Hardware equipment and software solutions
c. Network Operations Centre ('NOC') with monitoring tools to generate alerts for any problems with the registry system and its network
d. Primary Data Centre & Disaster Recovery Facilities
e. Redundancy and fault tolerance in the systems
f. Connectivity and Internet services

9.6 System Security, Physical Security and Reliability

9.6.1 24x7x365 monitoring of the registry system and network by a Network Operations Centre ('NOC')

9.6.2 Compliance with applicable standards published by bodies such as IETF or ICANN, IIB and SSAC which are designed to ensure interoperability and improve the user experience

9.6.3 Protection against malicious software, DDoS attacks, system hacks, break-ins, data tampering, and other disruptions of services

9.6.4 Implement Security incident and event management system (SIEM)

9.6.5 Implement Network Security

9.6.6 Implement Information Security Policy

9.6.7 Implement Physical Security

9.6.8 Staff-in place with technical skills, expertise and experience to operate the registry in order to maintain and enhance the current levels of performance

9.6.9 Detailed review processes for the integration of new requirements as well as subsequent compliance monitoring and periodic review

9.6.10 DNS information maintained by registrars shall comply with IT Act 2008 (Amendment). All the data belonging to registrants apart from DNS information like email ID, Aadhar details etc shall not be stored outside India.

9.6.11 TSP should implement a mechanism to mitigate "drop and catch" of domain names. Repeated requests to register a specific domain name should be throttled. TSP should implement a rate limiting mechanism such as limiting <X> (20) requests for a specific domain name registration from a specific registrar. After the occurrence of this event there should be a sleep time of atleast 1 hour after which registration of the same domain name should be allowed.

9.6.12 TSP shall provision for restricting Registrar for illegitimate blocking of domain name

9.6.13 There shall be mechanism to identify and report fraudulent domain registrations and associated incidents

9.7 Data Recovery, Data Backup and System Recovery Procedures

9.7.1 Complete disaster recovery procedures

9.7.2 Implement backups and registry replication

9.7.3 High availability of backup Software/ Hardware

9.7.4 Support RPO upto 5 minutes & RTO upto 2 hours

9.7.5 Procedures for Restoring System to operation in Event of Outage

9.7.6 Procedures for planned and preventative maintenances

9.7.7 Data Escrow or mirror site policy for the complied Registry Data pursuant to Annexure-I, Clause 11.11

9.8 Migration/ Transition Plan

9.8.1 Data Migration: This includes assessment of existing systems to identify data elements and formulate data migration strategy for successful operations of NIXI systems mentioned in scope of Work

9.8.2 Finalize the schedule and quality requirements for data migration from current TSP

9.8.3 Prepare the transition approach for the project that shall include transition strategy, current and future state, stakeholders involved in transition, transition readiness assessment, and schedule for project release

9.8.4 Prepare and implement suitable back-up recovery plans to ensure zero data loss.

9.8.5 DNS migration and continuity plan (detailed plan for system readiness, software deployment, and parallel run of the systems until Go-Live date)

9.8.6 Migration of the registrars to the new system

9.8.7 Continuity of daily registry operations

9.8.8 Fall-back and contingency plans

9.8.9 Migrate 100% data from the current application to the application/ module deployed by TSP

9.8.10 Migrate the corresponding connectivity when the device or its associated software is migrated from a version/ model to another while adhering to the uptime SLA

9.8.11 Migrate the configuration from one device to its newer/ upgraded model during migration

9.8.12 Migrate the device from existing Data Centre to another if required during a data centre migration by preparing a detailed migration plan which would be approved by NIXI

9.8.13 Migrate the corresponding Host connectivity/ LUN when the device or its associated software is migrated from the existing version/ model to another while adhering to the uptime SLA

9.8.14 Migrate and verify a backup and replication subsystem when any of its components or its associated software is migrated from the existing version/ model to another while adhering to the uptime SLA to ensure the service levels are maintained

9.8.15 Migrate the configuration of any component to its newer/ upgraded model during upgradation

9.8.16 Migrate the backup and replication systems & services from one Data Centre to another if required during a data centre migration by preparing a detailed migration plan that is approved by NIXI

9.8.17 Migrate virtual devices when the device or its associated software is migrated from a version/ model to another while adhering to the uptime SLA

9.8.18 Migrate the configuration from one device to its newer/ upgraded model during up gradation

9.8.19 Prepare migration evaluation report and submit to NIXI. Migration evaluation starts when TSP is able to provide a stable steady-state support for the operations. Migration evaluation can be done on schedule variances, number of incidents reported and the criteria set initially. A detailed report of root cause analysis and remedial measures shall be created by the TSP

9.8.20 Prepare transition documents and knowledge resources. This involves the completion of overall documentation about the IT assets that have been included under TSP's

responsibility. Also, the problems faced during the transition, their causes, steps taken to resolve and precautionary measures suggested should be documented

9.9 Implementation of IDNs

9.9.1 Implementation and Support of IDNs in multiple Indian languages which are approved and to be approved

9.9.2 Support of IDNs with variant characters and normalisation routines specific to Indian languages

9.9.3 Compliance with the Internationalising Domain Names in Applications ('IDNA') standards, including involvement in the IDN community, development, and standards groups

9.9.4 Formulate and publish IDN tables and policies in coordination with language authorities

9.9.5 Provide a variant generator and a punycode converter for use of registrants and registrars

9.9.6 Support of IDN TLDs in all twenty two scheduled Indian languages and Indian scripts

9.9.7 Support for EAIs at IDN.IDN in all twenty two Indian scheduled languages and enable complete localisation of all email address into local Indian languages and shall support the <India.IN> email plan

9.10 Implementation of DNSSEC and IPv6 connectivity

9.10.1 Support core DNSSEC specification RFC 4033, RFC 4034, RFC 4035 and any other related specification.

9.10.2 IPv6 connectivity (i.e., addressability and routes) between registrars and the registry

9.10.3 Providing DNSv6 (RFC3596) and WHOIS, RDAP services on IPv6 networks

9.10.4 TSP shall implement DNS-based Authentication of Named Entities (DANE, RFC 6698) if required

9.11 Deployment of Technical Staff

9.11.1 Dedicated support staff in India on duty to serve registrars and NIXI

9.11.2 Criminal background check of staff shall be performed before their placements and reports provided to NIXI

9.11.3 24x7x365 technical support and customer service from India

9.11.4 Trained functional groups in operations, software development, quality assurance, business intelligence, Network Operations Centre ('NOC') and Database Administration

9.11.5 Account manager dedicated to NIXI's business needs and the ongoing provision of .IN technical services

9.11.6 Detailed resource plan and governance structure including the number and profile of staff deployed in each area

9.11.7 Organisation and project management structure

9.12 Technical and Customer Support

9.12.1 24x7x365 technical support for issues faced by registrars and NIXI

9.12.2 24x7x365 customer service for general registrar queries

9.12.3 For this purpose, the TSP shall set up an office in New Delhi dedicated to supporting NIXI, registrars, registrants and include operations related to project management, technical support, customer service, and system administration

9.12.4 NIXI authorized personnel shall be able to view the daily basis status of open and closed incidents, in detailed and summary formats, along with incident details such as - Ticket logged by/ Open Date/ Type/ Issue/ Action Taken/ Current Status/ Ageing etc

9.12.5 Account management and billing support services for NIXI and the registrars

9.12.6 Complete real-time monitoring facilities with adequate escalation procedures

9.13 Dashboard, Reporting & Billing

9.13.1 The TSP needs to ensure that the .IN Registry should have in-built automated solution for monitoring & reporting. This dashboard needs to be integrated with the analytics of .IN Registry operation. The system should have a provision of converting reports/ statistics/ information into figures/ tables/ charts for easy interpretation. MIS also needs to be integrated with the dashboards. The access control for viewing the dashboard should be role-based and as per the requirement of NIXI

9.13.2 The following types of reports are to be extracted from dashboard but are not limited to:

a. Transactions Progress:
   i) Daily/Weekly/Monthly Type of all transactions (Create, Renew, Transfer, Delete, RGP Restore, etc.)
   ii) Type of Zone (.Co.IN, .IN, etc.)
   iii) Type of TLD (.Bharat, .IN, etc.)

b. Financial Progress:
   Daily/ Monthly/ Weekly Billable Transaction Reports to assist in verification of billing/ invoicing activities for NIXI account team, in the formats (.xls/ .csv/ .pdf/ .dat), as specified by the NIXI accounts team

c. Performance Reports:
   i) SLA Monitoring Reports
   Monthly report detailing the performance of the registry system and important registry metrics. The report shall measure the TSP's commitments against the SLAs, and shall be modeled on the standard ICANN registry reports
   ii) Monthly Registrar Scorecard

d. Other Reports
   iv) Weekly domain abuse report to NIXI
   v) Generate reports on ad-hoc requests by NIXI for specific data points

9.13.3 Invoicing to the Registrars:
Based on the type and number of Financial Transactions made by a Registrar in any given month and the prevailing rates, the chosen TSP shall be responsible for generating corresponding invoice to the registrars on behalf of NIXI. These invoices shall be raised by 6th day of a month

9.14 Training

9.14.1 Domain administrative tasks related to domain disputes (locking domains, researching domain ownership histories, etc.), use of the software tools, etc.

9.14.2 Certain policy issues such as registrar accreditation procedures

9.14.3 Provide input for preparing technical presentation/ document for law enforcement agency and National/ International event

9.14.4 Regular coordination with and education of NIXI technical staff where projects require various parties to work together

9.14.5 Conduct workshops with NIXI staff, in order to educate them about new developments in the registry; for example when new features such as Internationalised Domain Names (IDNs) are introduced to the registrars and to the public

9.14.6 Provide adequate documentation on the processes and methodologies followed including an operating manual which shall describe the functioning of the registry, the accreditation procedures, grace period rules etc. Updates shall be issued to such documentation based on new projects undertaken such as IDNs

S. No.	Training Services	Audiences	Minimum Frequency per Annum	Mode of training
1.	Data centre and NOC operations with reference to the Registry	NIXI	As and when required	Face to Face/ Hands on training
2.	Incident Management System	NIXI/Registrar	Once	Face to Face/ Hands on training
3.	OT & E process and procedures	NIXI/Registrar	Once	Face to Face/ Hands on training
4.	Registration Portal	NIXI	Twice in first year/ Once in subsequent years	Face to Face/ Hands on training
5.	Shared Registry System	NIXI/Registrar	Twice	Face to Face/ Hands on training
6.	MIS Reporting	NIXI/Registrar	Once	Face to Face/ Hands on training
7.	Special projects e.g. IDNs, DNSSEC, IPV6	NIXI/Registrar	As and when required	Face to Face/ WBL/ Hands on training

9.15 Website Management

9.15.1 Designing, hosting, maintaining and updating the .IN registry website (at www.registry.in and http://getyourown.in/ or at any other URL where the .IN registry website is maintained at in the future) on behalf of NIXI, m.registry.in mobile version of the .IN registry website shall also be managed , maintain and upgrade by the TSP

9.15.2 Website should be hosted in India and the TSP shall take all steps to incorporate any design and content changes as per the requirements of NIXI

9.15.3 Content of the website is generated and presented in line with international standards of comparable registries across the globe

9.15.4 Accept and provide changes in the website as per periodic requests that may be initiated by NIXI

9.15.5 The website to be developed should meet the requirements of NIXI and should be fully compliant with the "Guidelines for Indian Government Websites" (GIGW) & SSL certified from STQC and security audited from CERT-IN/ CERT-IN empanelled vendors and shall be deployed at .IN Registry data centre. TSP shall obtain GIGW Compliance Certificate for the NIXI website from STQC. The cost for the audit shall be borne by the TSP

9.15.6 Include a Dashboard section in the website, which gives performance reports of ".IN" domain in variety of graphical formats, as required and approved by NIXI

9.16 Consulting and Advisory Services

9.16.1 Consulting & advisory services to be provided to NIXI related following area of Domain Name Registry:

a. Operation of Domain Name Registry
b. International technical standards to operate Domain Name Registry
c. Industry policy and related best practices

d. Nameserver positioning strategy
e. ICANN regulations and policy framework
f. IDN technology
g. Hardware requirements and its backup technologies
h. Requirement of bandwidth and bandwidth service provider
i. Troubleshooting problems with NIXI's vendors, such as its data centre and bandwidth providers
j. Model agreements between registrars and registrants
k. Facilitate the accreditation of registrars by undertaking the technical and operational evaluation of the registrar to ascertain the technical capability of the registrar, which is provided as an input to NIXI in making the decisions related to the registrar's accreditation
l. Undertake an Access Agreement with the Registrars

9.16.2 NIXI shall be the designated point of contact for .IN ccTLD in the ICANN (Internet Corporation for Assigned Names and Numbers) CCNSO (Country Code Names Server Organization). TSP shall provide Technical and Administrative Consultation where required by NIXI with regard to building capacity for such representation at different forums.

9.17 Third Party Audit of Services

9.17.1 TSP shall undertake audit of .IN Registry by independent third party auditor twice a year at their own cost

9.17.2 The third party audit shall include following but not limited to:

a. Vulnerability Assessment & Penetration testing of the Domain Name Registry System
b. Assessment of authentication mechanism provided in the application/ components/ modules
c. Assessment of data encryption mechanisms implemented for the solution
d. Assessment of data access privileges, retention periods and archival mechanisms
e. Server and Application security features incorporated etc.
f. Systems, processes, data and pricing method adopted towards offering .IN domains to registrars
g. Monitoring of performance by the TSP of its obligations or functions in accordance with the standards committed to or required by the NIXI

9.17.3 TSP shall also share reports for all the audits done throughout the tenure of the project

9.17.4 NIXI may conduct third party audit of .IN Registry once a year as and when required at NIXI's own cost

9.17.5 NIXI shall appoint ICERT empanelled Third Party Auditor for the audit of .IN Registry for 5 years with annual renewal plan

9.17.6 TSP shall facilitate and provide access of requisite infrastructure to third party auditor appointed by NIXI. TSP shall provide details of deployed infrastructure including hardware and software to NIXI.

9.17.7 The results of such audit shall be kept confidential by the auditor and only the discrepancies shall be reported to the TSP and NIXI, and be limited to discrepancies identified by the audit

9.17.8 NIXI shall provide 30 (Thirty) days advance written notice to the TSP of its desire to initiate an audit and the audit shall be scheduled so that it does not adversely impact or interrupt business operations

9.17.9 TSP shall provide access to NIXI' representatives for DC and DR on receipt of one day prior written notice.

10 Implementation Plan, Payment Schedule and Deliverables

10.1 Implementation Plan and Deliverables

S. No.	Activity/ Task (a)	Timelines (in Months) (b)	Deliverables/ Milestones (c)
1.	Project Award and Contract Signing between NIXI and successful Bidder	Project Start Date = T0	-
2.	Team Deployment	T+21 days	· Performance Bank Guarantee (PBG) for the Project Term
3.	Infrastructure setup at two data centers – facility, equipment and bandwidth	T + 2 months	· Installation, Testing and Commissioning Report · Complete set of Technical, Operations & Maintenance Manual
4.	Shared Registry System – Development, testing and deployment	T + 2 months	· Documentation including SRS & Test Plan
5.	Data Migration	T + 3 months	· Data Migration Strategy document
6.	Verification of migrated data	T + 4 months	· Integration Testing Report · Data Quality Control
7.	· EPP client build and OT&E for registrars · Access agreements with registrars	T + 4 months	
8.	· New and old TSP Services Overlap period · New Registry Website · Review/ verification by NIXI of the operations in overlap period · Transition period activities and initiation of services	T + 5 months	· Pilot test report, SLA, MIS report for both the systems during overlap period.
9.	Commencement of services on new system	T + 6 months	· SLA, MIS reports

10.2 Payment to TSP

10.2.1 Payment Schedule:

By 6th day of a month, the chosen TSP shall submit an invoice along with a statement providing details of Financial Transactions that month. NIXI shall have the right to verify the data by logging in to the TSP system and view and verify the transaction details shared by the TSP in the statement.

Based on the verification, NIXI shall pay the corresponding amount to TSP by the 21st Working days after receipt of invoice inclusive of all taxes, including GST.

If the period of domain spills beyond date of termination of the agreement, TSP shall be paid for the related transaction of the domain that is limited to date of termination of the agreement.

10.2.2 All Payments shall be made in Indian Rupees Only

10.2.3 Payment shall be released by the purchaser against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- *All payments shall be made through RTGS only*
- *Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act*
- *Any miscalculation of taxes by the Bidder shall be borne by the respective Bidder only, Purchaser shall not be liable for any miscalculation of taxes quoted by the Bidder in their Bid*
- *TSP shall be paid for only Financial Transaction as defined in Clause 7.1 – Definition of Section 7 – General conditions of the Contract*
- *Wholesale Domain Price for the Registrar shall be at the discretion of NIXI only*

11 Annexure-I: Standards Compliance to operate .IN domain Registry

11.1 Domain Name Service (DNS):

TSP shall comply with relevant existing RFCs for operating & managing Domain Name Registry and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations for RFCs 1034, 1035, 1123, 1982, 2181, 2182, 3226, 3596, 3597, 4343, 5966 and 6891. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "ab—cdefg32n").

11.2 Extensible Provisioning Protocol (EPP):

TSP shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the EPP in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If TSP implements Registry Grace Period (RGP), it shall comply with RFC 3915 and its successors.

11.3 DNSSEC:

TSP shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). For the absence of doubt, TSP shall sign the zone file of <TLD> and zone files used for in-bailiwick glue for the TLD's DNS servers. During the Term, TSP shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 6781 and its successors. If TSP implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. TSP shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. TSP shall publish its DPS following the format described in RFC 6841. DNSSEC validation must be active and use the IANA DNS Root Key Signing Key set (available at https://www.iana.org/dnssec/files) as a trust anchor for TSP's Registry Services making use of data obtained via DNS responses.

11.4 IDN:

In case of offering Internationalized Domain Names ("IDNs"), TSP shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. TSP shall comply with the .IN Registry or ICANN IDN Guidelines (for global guidelines (ICANN) refer: http://www.icann.org/en/topics/idn/implementation-guidelines.htm), as they may be amended, modified, or superseded from time to time.

11.5 IPv6:

IN Registry supports IPv4 and IPv6 connectivity to the registry and for the DNS Resolution of the .IN Domains. IN Registry recommends Registrars and Registrants of the .IN and IDN domains to host their website on dual-stack i.e. both on IPv4 and IPv6. Hence, TSP shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. TSP should follow recommendations and considerations described in RFC 4472. TSP shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar.

11.6 Whois Service Protocol:

11.6.1 The Whois service are substantially required of three parts:

a. Port 43 Whois services
b. Web-based Whois services
c. RDS as recommendation by ICANN

11.6.2 TSP is required to provide authoritative Whois service for all Internet domain names registered in the.IN Registry. This service shall be available to anyone. It shall be available via port 43 access and via links at the https://registry.in/whois web site.

11.6.3 TSP shall have provisions for the detection of abusive usage of Whois system (e.g., excessive numbers of queries from one source), and corresponding protective measures needs to implement. The countermeasures against abuse as necessary may further be implemented by the TSP.

11.6.4 Whois service shall be updated on a near real-time basis

11.6.5 The Whois servers shall provide results in ASCII for standard and IDN domains

11.6.6 Port 43 Whois service

a. The format of responses shall follow a semi-free text format outline below, preceded by a mandatory disclaimer specifying the rights of NIXI, and of the user querying the database
b. Each data object shall be represented as a set of key/ value pairs, with lines beginning with keys, followed by the colon as a delimiter, followed by the value
c. All Whois data shall be in the ASCII character set, which has encoding compatible with UTF-8 for easy transition to including internationalized data, and as per the IETF's recommendations on internationalization (i18n) in Internet protocols. For fields where more than one value exists, multiple key/ value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/ value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.
d. All record and key types shall be specified in a publicly available description on the Registry website. The key names and record types should change as infrequently as possible, and only upon the change in policy of .IN Registry or ICANN.

11.6.7 Web-based Whois service

a. TSP shall make available a Whois interface on https://registry.in/ which can also be linked to by each .IN Registry accredited Registrar as mentioned in RFP. The information available in the Whois database shall be returned as a results page on the website.
b. Query and Output for Reports Delivered by Web Page and Port 43
    i) Whois Queries
        § For all Whois queries, the user provides a character string for which information is desired and optionally, the object type and interpretation control parameters to limit the search. Several interpretation controls are defined below to limit searches. If the object type and interpretation control parameters are not specified, Whois searches for the character string in the Name fields of the Domain object. Queries can be made as either an "exact search" or as a "partial search", both of which are insensitive to the case of the input string.
        § By default, if multiple matches are found for a query, then a summary of all the matching results is presented. A second query is required to retrieve the specific details of one of the matching records.

- § If only a single match is found, then full details shall be provided. Full detail consists of the data in the matching object as well as the data in any associated objects. Additional information and samples of the various types of Whois result records are available in the section below.

ii) Query Controls
- § Whois query controls fall into two categories: those that specify the type of field and those that modify the interpretation of the input or determine the type of output to provide

iii) Object Type Control
- § The following keywords restrict a search to a specific object type:

Domain:	Search only domain objects. The input string is searched in the Name field.
Host:	Search only name server objects. The input string is searched in the Name field and the IP Address field.
Contact:	Search only contact objects. The input string is searched in the ID field.
Registrar:	Search only registrar objects. The input string is searched in the Name field.

- § By default, if no object type control is specified, then the Name field of the Domain object is searched

iv) Interpretation Control
- § The following keywords modify the interpretation of the input or determine the level of output to provide:

ID:	Search on ID field of an object. This applies to Contact IDs and Registrar IDs.
Full or '=':	Always show detailed results, even for multiple matches
Summary or SUM:	Always show summary results, even for single matches
'%':	Used as a suffix on the input, shall produce all records that start with that input string
'_':	Used as a suffix on the input, shall produce all records that start with that input string and have one and only one additional character

- § By default, if no interpretation control keywords are used, the output shall include full details if a single record is found and a summary if multiple matches are found.

v) Domain Record
- § A Whois query that results in domain information shall return the following example fields from the Domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record
- § The following output is an example of a Whois response for a domain record:
- § Input: Registry.IN -or- domain Regisry.IN
- § Output:

Domain ID: D8120-AFIN
Domain Name: REGISTRY.IN
Created On:16-Dec-2004 16:27:39 UTC
Last Updated On: 30-Dec-2016 22:31:14 UTC
Expiration Date: 30-Dec-2017 16:27:39 UTC
Sponsoring Registrar: National Internet Exchange of India (R36-AFIN)
Status: CLIENT DELETE PROHIBITED
Reason:

Status: CLIENT RENEW PROHIBITED
Reason:
Status: CLIENT TRANSFER PROHIBITED
Reason:
Status: DELETE PROHIBITED
Reason:
Registrant ID: FR-1187763823079
Registrant Name: National Internet Exchange of India
Registrant Organization:
Registrant Street1: 6C, 6D, 6E, Hansalaya Building
Registrant Street2: 15, Barakhamba Road
Registrant Street3:
Registrant City: New Delhi
Registrant State/Province: Delhi
Registrant Postal Code: 110001
Registrant Country: IN
Registrant Phone: +91.1148202011
Registrant Phone Ext.:
Registrant FAX: +91.1148202013
Registrant FAX Ext.:
Registrant Email: registry@nixi.in
Admin ID: FR-1187763823079
Admin Name: National Internet Exchange of India
Admin Organization:
Admin Street1: 6C, 6D, 6E, Hansalaya Building
Admin Street2: 15, Barakhamba Road
Admin Street3:
Admin City: New Delhi
Admin State/Province: Delhi
Admin Postal Code:110001
Admin Country: IN
Admin Phone: +91.1148202011
Admin Phone Ext.:
Admin FAX: +91.1148202013
Admin FAX Ext.:
Admin Email: registry@nixi.in
Tech ID:FR-1187763823079
Tech Name: National Internet Exchange of India
Tech Organization:
Tech Street1: 6C, 6D, 6E, Hansalaya Building
Tech Street2: 15, Barakhamba Road
Tech Street3:
Tech City: New Delhi
Tech State/Province: Delhi
Tech Postal Code:110001
Tech Country: IN

Tech Phone:+91.1148202011
Tech Phone Ext.:
Tech FAX:+91.1148202013
Tech FAX Ext.:
Tech Email: registry@nixi.in
Name Server: ns1.ams1.afilias-nst.info
Name Server: ns1.mia1.afilias-nst.info
Name Server: ns1.sea1.afilias-nst.info
Name Server: ns1.yyz1.afilias-nst.info
Name Server: ns1.hkg1.afilias-nst.info
Name Server:
Name Server:
Name Server:
Name Server:
Name Server:
Name Server:
Name Server:
Name Server:
DNSSEC: Signed
DS Created 1: 24-Jul-2013 21:07:13 UTC
DS Key Tag 1: 22893
Algorithm 1: 5
Digest Type 1:1
Digest1: 62FF03F0BCC2766D3376886261653BC04E9BDF12
DS Maximum Signature Life1: 3456000 seconds
DS Created 2: 24-Jul-2013 21:07:13 UTC
DS Key Tag 2: 22893
Algorithm 2:5
Digest Type 2:2
Digest2:4104F5CA7E9F36D9A4EDEE8560BA0233EF207183364726429CCF2CB72D9776EA
DS Maximum Signature Life 2:3456000 seconds
Billing details are hidden

vi) Nameserver Record
- § A Whois query that results in Nameserver information shall return the following. This set of information is referred to as the Nameserver Record
- § Input: host NS01.EXAMPLEREGISTRAR.in -or- host 192.168.0.100
- § Output:

Host ID: H123456-LRMS
Host Name: NS01.EXAMPLEREGISTRAR.IN
Sponsoring Registrar: R123-LRMS
Created On: 01-Jan-2005 20:21:50 UTC
Last Updated On: 01-Jan-2005 20:22:58 UTC
IP Address: 192.168.0.100

vii) Contact Record

- § A Whois query that results in contact information shall return the following. This set of information is referred to as the Contact Record
- § Input: contact CNT-2222
- § Output:

Contact ID: CNT-2222
Sponsoring Registrar: R1234-LRMS
Name: EXAMPLE CONTACT
Organization: EXAMPLE ORGANIZATION LLC
Street1:123 EXAMPLE STREET
City: ANYTOWN
Postal Code: A1A1A1
Country: EX
Phone: +1.4443331234
Email: EMAIL@EXAMPLE.in
Created On: 01-Jan-2005 14:33:12 UTC

viii) Registrar Record

- § A Whois query that results in Registrar information shall return the following. This set of information is referred to as the Registrar Record.
- § Input: Whois registrar EXAMPLE REGISTRAR LLC
- § Output:

Registrar ID: FDRD-DR
Registrar GUID: 99
Registrar Organization: EXAMPLE REGISTRAR LLC
Street1:123 EXAMPLE STREET
City: ANYTOWN
Postal Code: A1A1A1
Country: EX
Phone: +1.4443331234
Email:EMAIL@EXAMPLE.COM
Created On: 01-Jan-2005 16:50:58 UTC
Last Updated On: 10-Jan-2005 15:34:36 UTC
Status: OK

ix) Whois Provider Data Specification

- § If requested by NIXI, TSP shall provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by TSP in connection with the .IN Registry on a daily schedule. This is only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by NIXI (the "Designated Recipient").
- § The specification of the content and format of this data, and procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

x) Registrar objects

- § The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts
Registrar URL
Registrar Creation Date
Registrar Last Updated Date

xi) Contact objects
- § The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:
  Contact ID
  Contact Name
  Contact Organization
  Contact Address, City, State/Province, Country
  Contact Postal Code
  Contact Phone, Fax, E-mail

xii) Nameserver objects
- § A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:
  Name Server ID
  Name Server Host Name
  Name Server IP Addresses if applicable
  Current Registrar
  Name Server Creation Date
  Name Server Last Updated Date

xiii) Domain objects
- § The domain object corresponds to a single Registered Name. Each domain object includes the following data:
  Domain ID
  Domain Name
  Sponsoring Registrar
  Domain Status

xiv) All contact information (including all details) with at least one each of:
Registrant
Administrative
Technical
Billing

xv) All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

xvi) Format
- § The format for the above files shall be as specified by NIXI, after consultation with TSP

xvii) Procedures for Providing Access

§ The procedures for providing daily access shall be as mutually agreed by NIXI and TSP. In the absence of an agreement, the files shall be provided by TSP sending the files in encrypted form to the party designated by NIXI by Internet File Transfer Protocol

11.6.8 Whois Data Specification

If requested by NIXI, TSP shall provide bulk access by NIXI to up-to-date data concerning domain name and nameserver registrations maintained by TSP in connection with the .IN Registry on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services and the DNS. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

a. Content

The data sets shall consist of files containing the following:

i) Registrar objects

The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts
Registrar URL
Registrar Creation Date
Registrar Last Updated Date

ii) Contact objects

The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail

iii) Nameserver objects

A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:

Name Server ID
Name Server Host Name
Name Server IP Addresses if applicable
Current Registrar
Name Server Creation Date
Name Server Last Updated Date

iv) Domain objects

The domain object corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar
Domain Status
All contact information (including all details) with at least one each of:
Registrant
Administrative
Technical
Billing
All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date
Format
The format for the above files shall be as specified by NIXI, after consultation with TSP
Procedures for Providing Access
The procedures for providing daily access shall be as mutually agreed by NIXI and TSP. In the absence of an agreement, an up-to-date version (encrypted using a public key supplied by NIXI) of the files shall be placed at least once per day on a designated server and available for downloading by NIXI by Internet File Transfer Protocol.

11.7 Supported initial and renewal registration periods

11.7.1 Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years

11.7.2 Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceed a total of ten years

11.7.3 Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to .IN Registry or ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years

11.7.4 The change of sponsorship of registration of Registered Names from one registrar to another, according to .IN Registry or ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and TSP may assist in such change of sponsorship

11.8 Grace period policy

11.8.1 This section describes TSP's practices for operational "Grace" and "Pending" periods, including relationships among sequential operations that occur within given time frames. A Grace Period refers to a specified number of calendar days following a Registry operation in which a domain action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new domain

- Renewal of an existing domain
- Auto-Renew of an existing domain
- Transfer of an existing domain
- Deletion of an existing domain

11.8.2 Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion/removal is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where NIXI approves a bulk transfer as per NIXI Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part. Restore is accomplished using the EPP UPDATE command.

11.8.3 There are five grace periods provided by TSP's Shared Registration System: Add Grace Period, Renew/Extend Grace Period, Auto- Renew Grace Period, Transfer Grace Period, and Redemption Grace Period.

11.8.4 A Pending Period refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:

- Transfer of an existing domain
- Deletion of an existing domain
- Restore of a domain name in Redemption Grace Period

11.8.5 Grace Periods

a. Add Grace Period:

The Add Grace Period is a specified number of calendar days following the initial registration of a domain. The current value of the Add Grace Period for all registrars is five calendar days. If a Delete, Extend (EPP Renew command), or Transfer operation occurs within the five calendar days, the following rules apply:

- Delete:
  If a domain is deleted within the Add Grace Period, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration; provided, however, that Registrar shall be charged a fee as per NIXI Registrar agreement for disproportionate deletes during the Add Grace Period. The domain is deleted from the Registry database and is immediately available for registration by any Registrar
- Extend (EPP Renew command):
  If a domain is extended within the Add Grace Period, there is no credit for the add. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Extend operation.
- Transfer (other than NIXI-approved bulk transfer):
  Transfers as per the policy of .IN Registry or ICANN on Transfer of Registrations between Registrars may not occur during the Add Grace Period or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the Registrar sponsoring the domain name registration and is enforced by the SRS.
- Bulk Transfer (with NIXI approval):
  Bulk transfers with NIXI approval may be made during the Add Grace Period according to the policy of .IN Registry or ICANN on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the initial add.

b. Renew/Extend Grace Period:

The Renew/Extend Grace Period is a specified number of calendar days following the renewal/extension of a domain name registration period through an EPP Command Renew.

The current value of the Renew/Extend Grace Period is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

- Delete:
  If a domain is deleted within the Renew/Extend Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The domain immediately goes into the Redemption Grace Period.
- Extend (''EPP Command "Renew"'')
  A domain registration can be extended within the Renew/Extend Grace Period for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension shall be charged for the additional number of years the registration is extended.
- Transfer (other than NIXI-approved bulk transfer):
  If a domain is transferred within the Renew/Extend Grace Period, there is no credit. The expiration date of the domain registration is extended by one year and the years added as a result of the Extend remain on the domain name up to a total of 10 years.
- Bulk Transfer (with NIXI approval):
  Bulk transfers with ICANN approval may be made during the Renew/Extend Grace Period according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Renew/Extend operation.

c. Auto-Renew Grace Period:

The Auto-Renew Grace Period is a specified number of calendar days following an auto-renewal. An auto-renewal occurs if a domain name registration is not renewed by the expiration date; in this circumstance the registration shall be automatically renewed by the system the first day after the expiration date. The current value of the Auto-Renew Grace Period is 45 calendar days. If a Delete, Extend, or Transfer occurs within the Auto-Renew Grace Period, the following rules apply:

- Delete:
  If a domain is deleted within the Auto-Renew Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the Auto- Renew fee. The domain immediately goes into the Redemption Grace Period.
- Extend:
  A domain can be extended within the Auto-Renew Grace Period for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension shall be charged for the additional number of years the registration is extended.
- Transfer (other than NIXI-approved bulk transfer):
  If a domain is transferred within the Auto-Renew Grace Period, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the domain is extended by one year up to a total maximum of ten and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year registration term maximum.
- Bulk Transfer (with NIXI approval):
  Bulk transfers with NIXI approval may be made during the Auto-Renew Grace Period according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Auto-Renew.

d. Transfer Grace Period:
The Transfer Grace Period is a specified number of calendar days following the transfer of a domain according to Part A of the ICANN Policy on Transfer of Registrations between Registrars. The current value of the Transfer Grace Period is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

- Delete:
  If a domain is deleted within the Transfer Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The domain immediately goes into the Redemption Grace Period.
- Extend:
  If a domain registration is extended within the Transfer Grace Period, there is no credit for the transfer. The Registrar's account shall be charged for the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Extend operation.
- Transfer (other than NIXI-approved bulk transfer):
  If a domain is transferred within the Transfer Grace Period, there is no credit. The expiration date of the domain registration is extended by one year up to a maximum term of ten years. The ICANN Policy on Transfer of Registrations between Registrars does not allow transfers within the first 60 days after another transfer has occurred; it is registrars' responsibility to enforce this restriction.
- Bulk Transfer (with NIXI approval):
  Bulk transfers with ICANN approval may be made during the Transfer Grace Period according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Transfer operation that occurred prior to the Bulk Transfer.

e. Bulk Transfer Grace Period:
There is no grace period associated with Bulk Transfer operations. Upon completion of the Bulk Transfer, any associated fee is not refundable.

f. Redemption Grace Period:
A domain name is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a domain that is not within the Add Grace Period. A name that is in REDEMPTIONPERIOD status shall not be included in the zone file. A registrar cannot modify or purge a domain in REDEMPTIONPERIOD status. The only action a registrar can take on a domain in REDEMPTIONPERIOD is to request that it be restored. Any other registrar requests to modify or otherwise update the domain shall be rejected. Unless restored, the domain shall be held in REDEMPTIONPERIOD status for a specified number of calendar days. The current length of this Redemption Period is 30 calendar days.

11.8.6 Overlapping Grace Periods:

a. If an operation is performed that falls into more than one grace period, the actions appropriate for each grace period apply (with some exceptions as noted below)
b. If a domain is deleted within the Add Grace Period and the Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done

c. If a domain is auto-renewed, then extended, and then deleted within the Extend Grace Period, the registrar shall be credited for any Auto-Renew fee charged and the number of years for the extension

d. Overlap Exception:
If a domain registration is extended within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.
Note: If several billable operations, including a transfer, are performed on a domain and the domain is deleted within the grace periods of each of those operations, only those operations that were performed after the latest transfer, including the latest transfer, are credited to the current Registrar

11.8.7 Pending Periods:

a. Transfer Pending Period:
The Transfer Pending Period is a specified number of calendar days following a request from a registrar (registrar A) to transfer a domain in which the current registrar of the domain (registrar B) may explicitly approve or reject the transfer request. The current value of the Transfer Pending Period is five calendar days for all registrars. The transfer shall be finalized upon receipt of explicit approval or rejection from the current registrar (registrar B). If the current registrar (registrar B) does not explicitly approve or reject the request initiated by registrar A, the registry shall approve the request automatically after the end of the Transfer Pending Period. During the Transfer Pending Period
- EPP TRANSFER request or EPP RENEW request is denied
- SYNC is not allowed
- EPP DELETE request is denied
- Bulk Transfer operations are allowed
- EPP UPDATE request is denied

After a transfer of a domain, the EPP TRANSFER request may be denied for 60 days.

b. Pending Delete Period:
A domain name is placed in PENDING DELETE status if it has not been restored during the Redemption Grace Period. A name that is in PENDING DELETE status shall not be included in the zone file. All registrar requests to modify or otherwise update a domain in PENDING DELETE status shall be rejected. A domain name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five calendar days.

11.9 Wildcard Prohibition

11.9.1 For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a "Name

11.9.2 Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the TSP maintains data, arranges for such maintenance, or derives revenue from such maintenance but this provision shall not apply to the provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an NIXI-Accredited Registrar.

11.10 Patch, update, and upgrade policy

11.10.1 TSP may issue periodic patches, updates or upgrades to the Software, EPP or APIs ("Licensed Product") licensed that shall enhance functionality or otherwise improve the Shared Registration System under the Agreement. The following terms have the associated meanings set forth herein.

- A "Patch" means minor modifications to the Licensed Product made by TSP during the performance of error correction services. A Patch does not constitute a Version.
- An "Update" means a new release of the Licensed Product which may contain error corrections, minor enhancements, and, in certain circumstances, major enhancements, and which is indicated by a change in the digit to right of the decimal point in the version number of the Licensed Product.
- An "Upgrade" means a new release of the Licensed Product which involves the addition of substantial or substantially enhanced functionality and which is indicated by a change in the digit to the left of the decimal point in the version of the Licensed Product
- A "Version" means the Licensed Product identified by any single version number
- Each Update and Upgrade causes a change in version
- Patches do not require corresponding changes to client applications developed, implemented, and maintained by each registrar
- Updates may require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System
- Upgrades require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System
- TSP, in its sole discretion, shall deploy Patches during scheduled and announced Shared Registration System maintenance periods
- For Updates and Upgrades, TSP shall give each registrar notice prior to deploying the Updates and Upgrades into the production environment. The notice shall be at least ninety (90) days. Such notice shall include an initial notice before deploying the Update that requires changes to client applications or the Upgrade into the Operational Test and Evaluation ("OT&E") environment to which all registrars have access. TSP shall maintain the Update or Upgrade in the OT&E environment for at least thirty (30) days, to allow each registrar the opportunity to modify its client applications and complete testing, before implementing the new code in the production environment.
- This notice period shall not apply in the event TSP's system is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack where the TSP's systems are rendered inaccessible by being subject to:
    - excessive levels of data traffic
    - unauthorized traffic
    - data traffic not conforming to the protocols used by the Registry

11.11 Data Escrow

11.11.1 TSP shall establish a data escrow or mirror site policy for the Registry Data compiled by TSP. The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by NIXI and TSP on commercially reasonable standards that are technically and practically sufficient to allow a successor of TSP to assume management of the .IN ccTLD. To

this end, TSP shall provide technical assistance to NIXI and periodically deposit into escrow all Registry Data on a schedule (at least once a week for a complete set of Registry Data and daily for incremental updates) and in an electronic format mutually approved from time to time by TSP and NIXI, such approval not to be unreasonably withheld by either Party.

11.11.2 The schedule, content, format, and procedure for escrow deposits shall be as established by NIXI from time to time, and may be attached as a schedule to this Agreement by mutual agreement between Parties. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of NIXI and TSP (which neither Party shall unreasonably withhold).

11.11.3 The escrow data shall be held under a tripartite agreement and the same may be revised from time to time, among NIXI, TSP and the escrow agent. All fees or other costs incurred in the implementation, set up and operation of any data escrow hereunder shall be borne by NIXI.

12 Annexure-II: Service Level Agreement

12.1 Definitions

1. "CI" means Category 1, a mission critical service
2. "C2" means Category 2, a mission important service
3. "C3" means Category 3, a mission beneficial service
4. "Core Internet Service Failure" refers to an extraordinary and identifiable event beyond the control of TSP affecting the internet services to be measured. Such events include but are not limited to congestion, collapse, partitioning, power grid failures, and routing failures.
5. "Current Pricing Level" refers to prices charged for technical services to registrars at the applicable services pricing schedule
6. "Customer Service" means services provided by designated personnel of TSP to accept, respond and solve questions or issues of registrars and NIXI. Customer questions or issues are referred to the appropriate Sponsoring Registrar
7. "Degraded Performance" means a service not meeting the performance requirement set forth. Round-trip time is used as the basis of this metric for all services except nameservice; for nameservice packet loss and Round-trip time are used as metrics
8. "Initial Response" is the acknowledgement from TSP to a registrar with a time-stamped acknowledgement message of the issue on file after the first notification has been received by TSP via proper Technical Support or Customer Service communications channels including e-mail, fax and phone
9. "Monthly Timeframe" shall mean each single calendar month beginning and ending at 0000 IST
10. "Not Responding" means that the Registry Component Ping (rcPing), as described herein, responds with a negative or degraded service response
11. "Performance Specification" shall mean a set of measurable data such as, but not limited to, response times, scalability and service availability used to derive a data point for the quality of service delivery
12. "Planned Outage" means a periodic pre-announced occurrence during the service term when the registry system is taken out of service for maintenance or care. Planned Outages shall only be scheduled on Saturdays or Sundays IST. (the "Planned Outage Period"). Planned Outage period may be changed from time to time by TSP, in its sole discretion, upon prior notice to each registrar.
    - Planned Outages shall not exceed four (4) hours / per calendar week or total more than eight (8) hours per Monthly Timeframe. Planned Outage for a nameserver shall not coincide with or overlap Planned Outage for any other nameserver.
    - Notwithstanding the foregoing, in each calendar year TSP may incur one (1) additional Planned Outage of up to eight (8) hours in duration during the Planned Outage Period for major systems or software upgrades (an "Extended Planned Outage"). An Extended Planned Outage represents the total allowed Planned Outages for the month. Each minute of Unplanned Outage Time subtracts from the available Monthly Planned Outage Time up to four (4) hours. Outages requested by NIXI (including maintenances necessitated by NIXI's data centre or bandwidth vendors) shall be excluded from TSP's outage allowances and shall not count against system uptime.

13. "Registry Component Ping (rcPing) Facility" is used to determine two elements of Service Level Agreement (SLA) compliance for the registry. The first level of compliance involves determining the availability of specific components/ functions within the registry system. The second level of

compliance involves determining if the components/ functions are responding within a pre-determined time period.

The rcPing request is generated by a monitor (rcPing Monitor) component within the server complex. The interface/request handler which is responsible for receiving commands for the monitored components/functions should record the time of the request arriving, ping the monitored component/function, record the stop time, determine the difference in milliseconds and respond with the integer value in milliseconds of the difference.

14. "Round-trip" means the amount of measured time, usually measured in milliseconds, that it takes for a reference query to make a complete trip from the sampling agent to the system or process being tested and back again
15. "Service Availability" means the system is operational and predictably responding as set forth. By definition, neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Availability.
16. "Service Unavailability" means when, as a result of a failure of systems or hardware (with respect to systems or hardware that are within TSP's control):
    a. With respect to registry services other than Whois service and nameservice, an authorized registrar is unable to establish a session with the registry system gateway which shall be defined as:
        · successfully completing a TCP session start
        · successfully completing the SSL authentication handshake
        · Successfully completing the EPP login command
    b. With respect to all registry services, system monitoring tools register three (3) consecutive monitoring failures on any of the components listed in this section
    c. Neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Unavailability
17. "SLA" means the service level agreement between NIXI and TSP set forth on Annexure II – Service Level Agreement
18. "SLA Credit" means those credits available to the NIXI pursuant to the SLA
19. "Support Ticket" is a record created in TSP's systems that tracks customer and support issues from first notification to completion and is an identifier of each incident
20. "Technical Support" means services provided by designated personnel of TSP to accept, respond to and resolve technical questions or issues raised by registrars and NIXI
21. "Transaction" shall mean all defined interactions with objects in the database via the SRS using the defined registry services
22. "Unplanned Outage Time" shall mean all of the following:
    a. With respect to services other than Whois service and nameserver resolution, the amount of time recorded between a Support Ticket first being opened by NIXI in response to a Service Unavailability experienced by a registrar through the time when the Service Unavailability has been resolved with a final fix or a temporary work around. This shall be considered Service Unavailability only for those individual registrars impacted by the Service Unavailability
    b. With respect to services other than Whois service and nameserver resolution, the amount of time recorded between a Support Ticket first being opened by NIXI in the event of Service Unavailability that affects all registrars through the time when TSP resolves the problem with a final fix or a temporary work around

c. With respect to all services, the amount of time that Planned Outage time exceeds the limits established in the definition of Planned Outage above
d. With respect to all services, the amount of time that Planned Outage time occurs outside the window of time established in the definition of Planned Outage above

12.2 General Instructions related to SLA

12.2.1 This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The TSP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

12.2.2 The services provided by the Agency shall be reviewed by the NIXI and NIXI shall:

a. Check performance of the Agency against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.
b. Discuss escalated problems, new issues and matters still outstanding for resolution
c. Review of statistics related to rectification of outstanding faults and agreed changes
d. Obtain suggestions for changes to improve the service levels
e. In case desired, NIXI may initiate an interim review to check the performance and the obligations of the Agency. The SLA may be reviewed and revised in accordance to the procedures detailed in SLA Change Control.
f. The SLA has been logically segregated in the following categories:
   i. General Service Level Requirements
   ii. System Security

12.2.3 The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

12.2.4 The Purchaser or their designated agency shall have the right to conduct random Quality of Service (QoS) Audits with respect to SLA or any other parameters at any time without prior notice

12.2.5 The Bidder shall submit reports on all the SLA and KPI parameters defined in this section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the Bidder to provide clarifications on these reports as well as the measurement tools and processes utilized by the Bidder for Reporting. The Purchaser shall verify the accuracy of these reports by conducting Audits on its own or by using the services of an external Auditor

12.2.6 The Purchaser should have full excess to check the status/ report at any time. Bidder shall extend full cooperation for conducting such audits

12.3 Service Level Agreement Applicability

12.3.1 The parameters noted below in the Service Level Agreement shall start to be applicable after the completion of 30 days from start of the contract agreement. In this period of 30 days, the Bidder shall measure and provide the SLA parameters to the Purchaser. A joint agreement and sign-off on the precise definition and reporting mechanism for each SLA shall be done within 30 days from date of signing of contract. The Purchaser reserves the right to re-visit SLAs at a later date based on learning from past experience and stabilization of operations.

12.4 Service Level Requirements: General

12.4.1 The TSP shall pledge SLAs that shall be based upon their proposed technical set-up. The minimum SLAs to be met by the TSP are as follows:

S.No.	Specification Description	Shared Registration System (SRS)	Nameserver	Whois	Web Portal
1.	Service Availability	99.45% per month	99.99% per month	99.4% per month	99.9% per month through the internet
2.	Performance	Transaction Processing Time: 400-800 ms	· Transaction Processing Time: 200 milli-second · CNNP performance: <300 milli-second RTT and Packet loss <10% · Update Interval < 15 minutes	· Transaction Processing Time: 800 milli-second · 50 queries per second · Response time < 1.5 seconds	Response Time < 2 seconds
4.	Update Interval	<=15 Minutes	<=15 Minutes	<=15 Minutes	N.A.
5.	Planned outage duration (computed on 24*7 basis)	8 hours per month	8 hours per month	8 hours per month	8 hours per month
6.	Planned outage timeframe	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday
7.	Planned outage notification	7 days	7 days	7 days	7 days
8.	Extended Planned outage duration	8 hours per year	8 hours per year	8 hours per year	8 hours per year
9.	Extended Planned outage timeframe	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday

12.4.2 The following table lists the components to be monitored by the rcPing facility

Component	Function	Interface	rcPing Command	Response Time (ms)
eppServer	AddDomain	eppServer	RcPingepp (add)	800
eppServer	renewDomain	eppServer	RcPingepp (renew)	800

eppServer	deleteDomain	eppServer	RcPingepp (delete)	800
eppServer	transferDomain	eppServer	RcPingepp (transfer)	800
eppServer	checkDomain	eppServer	RcPingepp (check)	400
Radmin	updateRegistrar	Radmin	RcPingAdmin (update)	800
billingServer	checkBalance	eppServer	RcPingepp (checkBalance)	800
billingServer	updateBalance	eppServer	RcPingepp (updateBalance)	800
Whois	Whois	whois	RcPingWhois (whois)	800
DNS	Transfer	eppServer	RcPingepp (dnsTransfer)	800

12.4.3 The performance specification defined below provides the means to measure chosen TSP delivery of technical services and allow for calculation of the SLA credits payable to NIXI

12.4.4 A summary of the credit levels for the SLA parameters is given below:

S.No.	Performance Specification	SRS	Nameserver	Whois	Website
1.	Service Availability	C2	C1	C2	C2
2.	Performance	C2	C2	C2	C2
3.	Planned outage duration	C	C	C	C
4.	Planned outage timeframe	N.A.	N.A.	N.A.	N.A.
5.	Planned outage notification	C	C	C	C
6.	Extended Planned outage duration/ timeframe	C	C	C	C
7.	System Security	C2	C2	C2	C2

12.5 SLA Penalty Calculation for General SLA

12.5.1 If availability of services does not meet Service Levels in any given calendar month, TSP shall credit NIXI according to this calculation

C = (amv/ t)*sle*priority adjustment

Where:

- C = number of Transactions to be credited to NIXI for the calendar month
- amv = average month's volume (previous four calendar months total Transaction volume/4 months)
- t = Time period, number of minutes per month averaged over number of days in previous four calendar months (for example, if previous four months had 30, 31, 30, 31 days, these time period = (30 + 31 + 30 + 31)/4 * 24 hours * 60 minutes = 43,920 minutes)
- sle = service level exception. The number of Service Unavailability minutes minus the number of SLA acceptable Service Unavailability minutes

12.5.2 The penalties shall be deducted with a maximum cap of 10% of the monthly billed amount by the TSP

12.5.3 Following table explains the priority adjustment for various level of services:

Service Level	Priority Adjustment	Example
C1	100%	TSP records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, TSP shall credit NIXI for 10.25 transactions at Current Pricing Level.
C2	60%	TSP records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, TSP shall credit NIXI for 6.15 Transactions at Current Pricing Level.
C3	30%	TSP records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and the time period was 43,920 minutes. As such, TSP shall credit NIXI for 3.07 Transactions at the then Current Pricing Level.
C (Degraded performance)	7.5%	TSP records 15 minutes of service level exception beyond the time periods contemplated by the SLA. The current amv is 30,000 total names registered and time period was 43,920 minutes. As such, TSP shall credit NIXI for 0.77 Transactions at the then Current Pricing Level.

12.6 Service Level Requirements: Security

12.6.1 The TSP shall comply Security of the System. If system shall encountered to any type of Security breach, SLA shall be implied as follows:

Specification Description	Shared Registration System (SRS)	Nameserver	Whois	Web Portal
The following system security components are monitored using SIEM: a) Adequate access control procedures b) Infrastructure security – IPS, Firewalls c) Anti-Virus d) Application security Compliance to ISO27001:2015	· Critical · Severe · Minor	· Critical · Severe · Minor	· Critical · Severe · Minor	· Critical · Severe · Minor

12.7 SLA Penalty Calculation for Security SLA

12.7.1 If availability of services does not meet Service Levels in any given calendar month, TSP shall credit NIXI according to this calculation:

C = mtr*svd1+ mtr*svd2+..... sbe

Where:

- C = number of Transactions to be credited to NIXI for the calendar month
- mtr = Total number of transaction count
- sbe = Total number of security breach events
- svd = Severity Deduction

12.7.2 The penalty shall be deducted with no maximum capping

12.7.3 Following table explains the priority adjustment for various level of services:

Severity Level Type	Severity Deduction	Severity Type
Critical	5%	Service Disruption
Severe	2%	Impacting Service
Minor	0.5%	Security attack with minimal impact

12.8 SLA Monitoring

Except for nameserver performance measurements (P4), TSP shall monitor the system in accordance with the following principles:

a. System/ Component Monitoring:
The services defined here shall be sampled and tested as to availability pursuant to the schedule as described in herein

b. Performance Monitoring:
The services defined shall be sampled and tested as to their performance pursuant to the schedule as described herein

c. Nameserver Performance:
Nameserver performance measurements shall be conducted by TSP compliant to usual registry service performance guidelines

d. Registry Component Ping Facility:
The rcPing Monitor shall time out if no response is received from the interface within a pre-determined interval. The rcPing request is specific to the component being monitored. Monitoring requests are sent independent of one another.

12.8.1 Each component being monitored can be configured with the following:

a. The time-out threshold. A typical value for timeout is three (3) seconds
b. The expected response time for each ping command, as listed above
c. The interval at which the ping commands shall be sent. A typical value for the sampling interval is five (5) minutes
d. The number of consecutive failures (i.e. exceeded response times and ping time outs) that determine a non-compliance with the SLA for a single component. A typical value is three (3) consecutive failures.
The pricing monitor shall store all response time data in a database that shall be archived on a daily basis.

12.8.2 New Services
The SLAs above address existing services and new services shall not be automatically subsumed in the proposed SLAs. In the case of new services requested by NIXI, or proposed by TSP and accepted by NIXI, associated SLAs shall be negotiated appropriate to the new service. In the event that a new service causes an effect on the existing services, appropriate SLAs to the affected services should be set.

12.8.3 The aforementioned SLA parameters shall be measured on a daily/ monthly/ quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools including development of SLA reports to be provided by the TSP for the purpose. If the performance of the system/ services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NIXI or an agency designated by them, then NIXI shall have the right to take appropriate corrective actions including termination of the Contract.

12.9 SLA on new services

The SLAs above address existing services and new services shall not be automatically subsumed in the proposed SLAs. In the case of new services requested by NIXI, or proposed by TSP and accepted by NIXI, associated SLAs shall be negotiated appropriate to the new service. In the event that a new service causes an effect on the existing services, appropriate SLAs to the affected services should be set.

12.10 Receipt of Credits

The following procedure shall be followed by NIXI to claim credits:

a. Issue a Request for SLA Credits:
NIXI shall make a request for credits to TSP within seven days of the SLA violation claiming that it experienced downtime or degraded performance in excess of what is outlined in the SLAs

b. Provide documentation to indicate SLA violation:
NIXI shall provide documentation in the form of either:
   - Registrar-initiated notification (s) to TSP of a down time that exceeded SLA limits, including the Support Ticket number issued by TSP
   - Notification from NIXI (with Support Ticket number attached) of down time or degraded performance

c. Confirmation of General SLA Violation:
NIXI shall provide reasonably available proof, such as server, application logs, demonstrating a violation of the SLA limits. NIXI shall demonstrate response times from point of entry into the registry server complex to point of exit from the registry server complex. This shall exclude any time taken by establishing a TCP connection, the SSL handshake and EPP/ RRP logon to the registry.

d. Confirmation of Security SLA breach:
NIXI shall refer SIEM Report a for the Security SLA breach. Total number of security breach events and severity level shall be taken into account for SLA calculation.

e. Justification of Volume:
In order to calculate credits, NIXI shall include volume figures for the past four (4) calendar months, and a certification that these numbers accurately reflect the least registration activity that would be covered during the affected SLA outage

f. Receipt of Credit:
When the above steps have been completed, TSP shall provide notification of the number of credits that shall be entered in NIXI's account balance

g. SLA Debit:

In case TSP fails to deliver or perform the services within stipulated time schedule or as per the specification as decided in SLA, NIXI is entitled to raise a "debit note" accordingly, until satisfactory performance is ensured

NIXI reserves all the rights to levy the penalties under the contract in case satisfactory SLAs are not achieved

13 Annexure III: Manpower Details

For all other categories of manpower resources, except the Project Manager, the names & date of birth of proposed resources may be furnished by the Bidder at the time of contract finalization.

However, the Bidder should furnish the project team details such as the qualifications, experience, certification and other details as per format given below along with detailed CVs as per the format specified in Annexure IV - Forms

S. No.	Role	Name of the Resource	Qualifications	Relevant Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)	Compliance – Yes/No
1.							

Note: *It is mandatory that the resource proposed for the Project Manager position should not change till the Transition of the .IN domain Registry.*

1. Manpower/ Resource Requirements for Operate and Maintain .IN domain Registry.
   a. Project Manager

S. No.	Description	Complied (Yes/ No)
1.	B.E. or B. Tech. with MBA or equivalent/ M.E. or M.Tech/ MCA or higher degree from a recognised university	
2.	Should have experience of working in Government domain preferably in the Financial/ Banking/ Registry services	
3.	Industry accredited certifications like MCSE, CCNA or certifications from OEM products like UNIX, Linux	
4.	Minimum 12 years of experience in IT system delivery support out of which at least 5 years as IT Manager for Application and Infrastructure delivery	
5.	Should have minimum of two years of experience within the organization	
6.	Should be PMP/ Prince 2 certified	
7.	Responsible for the overall contract performance and should not serve in any other capacity under this contract	
8.	Knowledge of organizing, planning, directing and coordinating the overall responsibilities	
9.	Knowledge of the principles and methodologies associated with program management	

b. Functional Expert - Registry

S. No.	Description	Complied (Yes/ No)
1.	Graduate with CA/ CFA / MBA/ PGDM or equivalent from a recognised university	
2.	Minimum 12 years of experience in registry domain involving functional and business process study and re-engineering	
3.	Should have worked as registry expert for at least one assignment	
4.	Should have minimum of two years of experience within the organization	

c. Team Lead (Application Software Expert)

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Minimum 10 years of experience out of which 5 years in Application Software design, development and delivery	
3.	Should have experience of working in Government domain preferably in the IT Registry/DNS Registry Services	
4.	Industry accredited certification in languages such as Java, .Net etc.	
5.	Should have knowledge of Agile methodologies, SOA, Micro Services Architecture, Database etc.	
6.	Should have experience in full stack development	
7.	Should not serve in any other capacity under this contract	

d. Quality Assurance Lead

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Minimum 8 years of experience in SI testing including application, infrastructure etc.	
3.	Should have experience in testing any application stack	
4.	Should have experience of working in Government domain preferably in the IT Registry/DNS Registry Services	
5.	Should not serve in any other capacity under this contract	

e. IT Security Expert

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Certified Security Professional with one of the certification, namely, a) ECSA b) CEH c) CISA	

S. No.	Description	Complied (Yes/ No)
	d) CISSP e) OEM certification in security	
3.	Should have minimum 5 year of experience of working in Government domain preferably in the IT Registry/DNS Registry Services	
4.	Knowledge of operating systems, network devices and security devices	
5.	Knowledge of Networking protocols	
6.	Knowledge of troubleshooting and management of network technologies	
7.	Knowledge of configuration, operations, troubleshooting and resolution of network security appliances such as firewall, IPS, DDoS, SIEM, Anti-Virus, Patch Management, Application firewall etc.	

f. Network Administrator

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Respective OEM Certified Professional or equivalent certifications	
3.	Should have minimum 5 year of experience of working in Government domain preferably in the IT Registry/DNS Registry Services	
4.	Must have sound knowledge of switching, routing, QoS, OSPF, BGP, NAT, Virtual Networks, Net Flow, etc.	
5.	Must have minimum 3 years of hands on experience with L3 Switches	
6.	Must have sound knowledge of system administration, shell scripting, python, ansible, puppet, Application load balancing, routing, IP tables, HTTP/ HTTPS, SSL offloading, web-server, TCP multiplexing, etc.	

g. System Administrator

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Microsoft Certification (MCSE) /RHCE certifications in System Administration	
3.	Should have minimum 5 year of experience of working in Government domain preferably in the IT Registry/DNS Registry Services	
4.	Experience of installation, configuration, Management and Monitoring of Windows/ Linux based Servers with high availability solutions like clustering / load balancing of servers, Server Virtualization (using Hyper-V/ VMware / Open Source)	
5.	Experience of administration and management of Windows/ Linux based Servers	`
6.	Extensive Knowledge of IIS Web Server for successful running & administering WWW, FTP, SMTP etc. services on production environment. Databases like MS SQL/ MySQL/ Maria DB/ PostgreSQL/ Oracle etc. connectivity for applications running on Web/ App servers.	

S. No.	Description	Complied (Yes/ No)
	Or Extensive Knowledge of Apache Web Server, Tomcat & JBoss Application Server for successful running & administering WWW, FTP, SMTP etc. services on production environment. Databases like MySQL/ Maria DB/ PostgreSQL/ Oracle etc. connectivity for applications running on Web/ App servers. Or Extensive Knowledge of DAMP (Drupal + Apache + MySql + PHP) setup, Operations & Maintenance for Drupal related server administration covering administering WWW, FTP, SMTP etc. services on production environment. Databases like MySQL/ Maria DB/ PostgreSQL/ Oracle etc. connectivity for applications running on Web/ App servers.	

h. Database Administrator

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Certification in Database Administration	
3.	Should have minimum 5 year of experience of working in Government domain preferably in the IT Registry/ DNS Registry Services	
4.	Experience of installation, configuration, Management and Monitoring of Windows based Database software i.e. MS SQL Database Server with high availability solutions like clustering/ Mirroring of servers. Creation & Management of database accounts, Backups/ log-shipping. Or Experience of installation & configuration of Linux based MySQL/ PostgreSQL/ Oracle Database/ application Server software with high availability solutions like Clustering/ load balancing/ log-shipping of servers	
5.	Extensive Knowledge of administration and management of Windows/ Linux based Database Servers. Knowledge of related/ dependent OS services.	
6.	Knowledge of IIS/ Apache/ Tomcat Web Server for http services etc. for integration with Web/ Application Server	

i. Application Development Expert

S. No.	Description	Complied (Yes/ No)
1.	B.E./ B. Tech./ MCA or higher degree from a recognized university	
2.	Minimum 5 years of experience out of which 3 years Application Software design, develop and delivery	
3.	Industry accredited certification in languages such as Java, .Net etc.	
4.	Should have knowledge of SOA, Database etc.	
5.	Should have knowledge of programing languages	
6.	Should not serve in any other capacity under this contract	

14 Annexure IV: Forms

14.1 Form A.1: Participation in Pre-Bid conference (Company Letter head)

To,
The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building
15 Barakhamba Road, New Delhi – 110001

Sub: Request for permission to attend the Pre-bid conference for Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI

Dear Sir,

The following persons from our organization shall attend the pre-bid conference with reference to the RFP document circulated by your organization, for "Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI".

We request you to permit these people to attend the pre-bid conference at Ministry of Electronics & Information Technology (MeitY), as representatives of our organization.

S. No	Name of the Representative	Designation	Name of the Organization

Note: maximum 2 representatives per organization.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.2 Form A.2: Request for Clarifications/ pre-bid queries

Bidders requiring specific points of clarification may communicate with NIXI during the specified period using the following format (MS excel or MS word document only):

<table>
<tr><th colspan="4">Bidder's Request for clarification/ pre-bid queries</th></tr>
<tr><td colspan="2">Name of Organization submitting request</td><td>Name & position of person submitting request</td><td>Full address of the Organization including phone, fax and email points of contact</td></tr>
<tr><td colspan="2" rowspan="3"></td><td rowspan="3"></td><td>Tel:</td></tr>
<tr><td>Fax:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>S. No.</td><td>Bidding Document Reference(s) (Section number/ page)</td><td>Content of RFP requiring Clarification</td><td>Points of clarification Required</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>

Note: The name of the organization and the date shall appear in each page of such as document/ email in the header or footer portion

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.3 Form A.3: Pre-qualification Bid Cover Letter (Company Letter head)

To,
The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building
15 Barakhamba Road, New Delhi – 110001

Sub: Submission of the response to the RFP No <> dated <> for Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI

Dear Sir,

We, the undersigned, offer to provide Operations & Maintenance of .IN domain Registry for NIXI in response to the Request for Proposal dated <insert date> and RFP No <> for "Selection of Technical Service Provider to Operate & Maintain .IN domain Registry". We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Operations of services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that as per RFP requirement, we have not been black-listed/ debarred by any Central/ State Government during last three (3) years and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.4 Form A.4: Pre-qualification Compliance Checklist

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
1.	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.			
2.	The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date. *Note:* *i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered* *ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only*			
3.	The Bidder should have experience in India of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date: 1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year			

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
	in any year of project duration 2. Software design & development/ operations, maintenance & enhancements of DNS Registry System with a registration portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration 3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores *Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered*			
4.	The Bidder should possess any two (2) of the below certifications which are valid as on bid submission date: - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System - CMMi Level 3 or above for Capability Maturity Model Integration is a mandatory requirement			
5.	The Bidder (including *Parent/ Holding Entity & all its subsidiaries*) should not have been black-listed/ debarred by any Central/ State Government as on bid submission date (during last three (3) years)			

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
6.	Special Power of Attorney for the Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement.			
7.	EMD and Tender Cost (*Copy of the EMD and Tender Cost to be enclosed*)			

14.5 Form A.5: Turnover and Net worth Certificate

S. No.	Financial Year	Annual Turnover (INR Crores)	Average Annual Turnover (INR Crores)
1.	Financial Year 2014-15		
2.	Financial Year 2015-16		
3.	Financial Year 2016-17		

Note: The audited Financial Statements for the corresponding year has to be enclosed.

S. No.	Financial Year	Net worth (INR Crores)
1.	Financial Year 2014-15	
2.	Financial Year 2015-16	
3.	Financial Year 2016-17	

Note: The audited Financial Statements for the corresponding year has to be enclosed.

Name of the auditor issuing the certificate
Name of the auditor's Firm:
Seal of auditor's Firm:
Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

14.6 Form A.6: Conflict of Interest (Company Letter head)

To,
The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building
15 Barakhamba Road, New Delhi – 110001

Sub: Undertaking on Conflict of Interest regarding Operations and Maintenance of NIXI - .IN domain Registry for NIXI

Dear Sir,

I/ We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with NIXI.

I/ We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold NIXI harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by NIXI and/ or its representatives, if any such conflict arises later.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.7 Form A.7: Format for Power of Attorney executed in favour of the Authorized Signatory

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

[To be executed on stamp paper of appropriate value]

Know all men by these presents, We, *[Insert full legal name of the bidding entity]*, having registered office at *[Insert registered office address]* (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize *[Insert full name of authorized signatory]* son of *[Insert father's name]* presently residing at *[Insert address of authorized signatory]* who is presently employed with us and holding the position of *[Insert position / designation of the authorized signatory]* as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number _____ for '<RFP Name>' dated _____, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the National Internet Exchange of India (hereinafter referred to as the "NIXI"), representing us in all matters before the NIXI, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Proposal and generally dealing with the NIXI in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/ or upon award thereof to us till the execution of appropriate Agreement/s with the NIXI.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ....., 2017

For_____

(Signature, name, designation and address)
[Please put company seal if required]
[Notarize the signatures]

Witness 1:	Witness 2:
Name:	Name:
Designation:	Designation:
Address:	Address:
Signature:	Signature:

14.8 Form A.8: Technical Bid Cover Letter (Company Letter head)

To,
The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building
15 Barakhamba Road, New Delhi – 110001

Sub: Submission of the response to the RFP No <> dated <> for Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI

Dear Sir,

We, the undersigned, offer to provide Operations & Maintenance of .IN Registry for NIXI in response to the Request for Proposal dated <insert date> and RFP No <> for "Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI". We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation/ Operations of services related to the assignment not later than the date indicated in Fact Sheet.

We hereby declare that in case the contract is awarded to us, we shall submit the Undertaking/ Letter to Third Party Vendors in the form prescribed in Form A.17.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that as per RFP requirement, we (Our Parent/ Holding Entity & all its subsidiaries) have not been black-listed/ debarred by any Central/ State Government during last three (3) years and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.9 Form A.9: Technical Bid Compliance Checklist

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
A	Bidder's profile			
A1	Average Annual Turnover *Note:* *i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered* *ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only*			
A2	Manpower			
B	Project Experience			
B1	Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar (excluding IT Infrastructure and licenses)			
B2	Software design & development/ operations, maintenance & enhancements of DNS Registry System with a registration portal (excluding IT Infrastructure and licenses)		-	
B3	Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS,		-	

S. No.	Criteria	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
	scanner)			
C	Approach & Methodology and Solution proposed			
C1	Robustness & quality			
C2	Understanding			
C3	Presentation			
D	Proposed resources			
D1	Resources (for evaluation purpose) (*as per form A.12 and form A.13*)			

14.10 Form A.10: Approach, Methodology & Solution with Work Plan and Staffing Schedule

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal:

a) Proposed Solution, Approach & Methodology: *{Please explain your understanding of the objectives of the assignment as outlined in the Scope of Services, the technical approach, the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the Scope of Services in here.}*

b) Work Plan: *{The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the Scope of Services and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*

c) Staffing Schedule: *{Please describe the structure and composition of your team, including the list of all Experts and relevant technical and administrative support staff}*

Note: Please enclose detail for category a, b and c separately (to be provided by the bidder in their own format)

14.11 Form A.11: Format for Project Citation/ Case Studies

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Relevance to the current project	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects (if any)	
Copy of Work Order/ Apostle*/ Agreement/ Client Certificate or self-certificate from authorized signatory	

Note: * *indicates documents requirement for International projects*

14.12 Form A.12: CV Format for proposed Project Team (Implementation and Operations & Maintenance Phase)

1.	Proposed Position				
2.	Name of Firm				
3.	Name of Expert				
4.	Citizenship				
5.	Education				
6.	Membership in Professional Associations (Professional Certifications)				
7.	Countries of Work Experience				
Language Skills (mark Excellent/ Good/ Average)		Language	Read	Write	Speak
		English			
		Hindi			
		<Add language>			
8.	Employment Records				
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
9.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Expert's contact information					
e-mail:					
Phone:					
Certification: I, the undersigned, certify that to the best of my knowledge and belief that · This CV correctly describes my qualifications and my experience · I was not part of the team who wrote the Scope of Work for this RFP · I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged					
Name of Expert:		Signature		Date:	

14.13 Form A.13: Format for Manpower Details (Implementation and Operations & Maintenance Phase)

S. No.	Role	Name of the Resource	Qualifications	Relevant Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)	Compliance – Yes/ No
1.	Project Manager						
2.	Functional Expert - Registry						
3.	Team Leader (Application Software Expert)						
4.	Quality Assurance Lead						
5.	IT Security Expert						
6.	Network Administrator						
7.	System Administrator						
8.	Database Administrator						
9.	Application Development Expert						
10.	Operations (HR/Finance/Admin) Expert						
11.	Monitoring Experts (Including Helpdesk)						

14.14 Form A.14: Commercial Bid Letter (Company Letter head)

To,
The General Manager (Business Development)
National Internet Exchange of India (NIXI)
6C, 6D, 6E, Hansalaya Building
15 Barakhamba Road, New Delhi – 110001

Sub: Submission of the response to the RFP No <> dated <> for Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI

Dear Sir,

We, the undersigned, offer to provide Operations & Maintenance of .IN Registry for NIXI in response to the Request for Proposal dated <insert date> and RFP No <> for "Selection of Technical Service Provider to Operate & Maintain .IN Registry for NIXI". We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Commercial Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

I. DEVIATIONS
We declare that all the services shall be performed strictly in accordance with the RFP documents irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

II. EARNEST MONEY DEPOSIT (EMD)
We have enclosed an EMD in the form of Refundable& Irrevocable Bank Guarantee for a sum of INR 1,60,00,000/- (Rupees One Crore 60 Lacs only). This EMD is liable to be forfeited in accordance with the provisions of the Section 7 - General Conditions of the Contract.

III. TENDER PRICING
We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

IV. QUALIFYING DATA
We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

V. BID PRICE
We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Annexure IV – Forms (Form A.15 – Commercial Bid Format) attached with our Tender as part of the Tender.

VI. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Form A.16.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

14.15 Form A.15: Commercial Bid Format

S. No.	Item Description	Price (INR)	GST (%)	Total Price (INR)
1.	Per Financial Transaction Annual Service			

14.16 Form A.16: Format for Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ---------- by ———————— (Name of the Bank) having its Head/ Registered office at ———————————— (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of National Internet Exchange of India (hereinafter called "NIXI" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

<Organization name > a company registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932 with registration number ---------- and having its Registered Office at ----- , India (herein referred to as the 'TSP" for Operations & Maintenance of .IN Registry, for NIXI, for the work order number ---- dated ---- issued by NIXI, and selected < Organization name > (hereinafter referred to as the Bidder) for the Agreement by NIXI as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the NIXI and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR ----/- (Rupees ----------) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____Bank hereby guarantee as follows:

1. The Bidder shall implement/operate/manage the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to NIXI, an amount not exceeding of INR ----/- (Rupees ----) within 21 (Twenty One) days of receipt of a written demand therefore from NIXI stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the NIXI is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____(Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from National Internet Exchange of India under this Guarantee, whichever is earlier. Any demand received by the Guarantor from NIXI prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to NIXI.
5. In order to give effect to this Guarantee, NIXI shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by NIXI or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by NIXI against the Bidder or forebear or enforce any of the terms and conditions of

the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of NIXI or any indulgence by NIXI to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.
8. The BG is enforceable at Delhi.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri_____ its _____and authorised office.

Authorised Signatory _____Bank

14.17 Form A.17: Undertaking/ letter by TSP to Third Party Vendors including DC & DR (Company Letter head)

To,
Concerned Third Party Vendors including DC & DR
<<Address>>

Sub: Undertaking/ Letter, for .IN registry related equipment setup, by TSP to Third Party Vendors including data canters in case of discontinuity of services

Dear Sir,

With reference to our servers and equipment located in your premises for the .IN registry operations, designated with serial numbers and markings given below (the Designated Equipment), and other services provided to the Designated Equipment, we instruct you to allow access to National Internet Exchange of India (NIXI) or its designated agents, upon their request, with no further reference to us.

S. No.	Equipment Type	Serial Number	Marking
1.			
2.			
3.			
4.			

At the sole decision of NIXI, and with no further reference to us, NIXI may assign our rights and obligations with respect to you to itself, by giving you 4 hours' notice. Such assignment is irrevocable, and we shall indemnify you to the extent of such assignment. NIXI shall not be responsible for any liability arising out of the situation.

NIXI shall provide with you a list of authorized personnel as per the attached list.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

Copy To: Chief Executive Office, National Internet Exchange of India (NIXI)

15 Annexure V: Change Control Note

Change Control Note/ Change Note on Scope of Work	
CCN/ CNS Number:	
Part A of CCN/ CNS: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/ specifications. Please append attachments, if any.)	
Authorized by NIXI	Date:
Name:	
Signature:	
Received by the TSP	Date:
Name:	
Signature:	
PART B of CCN/ CNS	
Change Control Note/ Change Note on Scope of Work	CCN/ CNS Number:
Part B : Evaluation	
(identify any attachments) Changes to Services, assessment of value of proposed change, charging structure, payment profile, time table, documentation, training, service level/ deliverables and component working arrangements and any other contractual issue.	
Brief Description of Change & Solution:	
Material evidence that proposed change is not already covered within the scope or SLAs	
Impact:	
Deliverables:	
Timetable:	
Estimate of proposed change: (Applicable for CNS only): (including estimated man-month effort, associated rates/ costs, schedule of payment)	
Details of Manpower to be provided (Provide CVs of Manpower to be Deployed in Proforma as in Part C of this form)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the NIXI	Date:
Name:	
Signature:	

Part C of CCN/ CSN			
Change Control Note/ Change Control Note	CCN/ CSN Number :		
CVs of Manpower to be Deployed			
Name:			
Role to be played:			
Current Job Title:			
Experience (Provide details regarding name of the organizations worked for, Designation, Responsibilities, Tenure, etc.			
Name of Organization	From	To	Designation/ Responsibilities
Number of years with the Current Organization:			
Current job responsibilities:			
Summary of professional/ domain experience:			
Skill sets:			
Highlights of assignments handled:			
Educational Background, Training/ Certification			
Degree (including subjects)	Year of Award of Degree	University	% of Marks
Authorized by the TSP	Date:		
Name:			
Signature:			
PART D of CCN/ CNS			
Change Control Note/ Change Note on Scope of Work	CCN/ CNS Number :		
Authority to Proceed			
Implementation of this CCN/ CSN as submitted in Part A, in accordance with Part B and Part C is: (tick as appropriate)			
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)			
For NIXI	For the TSP		
Signature	Signature		
Name	Name		
Title	Title		
Date	Date		