S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
1	4.2.2.1	27	Brief description of technologies implemented along with services provided in the last 5 years	Would these technologies be only applicable to Registry services? We would like NIXI to kindly indicate how this section will be scored?		It includes overall technology cababilities of the bidder including Registry Services. Technical Evaluation Committee shall evaluate on the basis of overall experience. Scoring decision rest with the Technical evaluation committee
2	5.1.1 (a) & (b)	34	a. Revenue Share Proposal as a percentage of the Quarterly Allocable Revenue;	We request clarification on the meaning of allocable revenue. i.e. Domain name created for 3 years at Rs 350 per year for a total of Rs 1050.		Kindly refer corrigendum S.No. 5
			b. Marketing Budget Proposal as a percentage of the Monthly Allocable Revenue;	Does allocable revenue mean Rs 350 or Rs 1050.		Kindly refer corrigendum S.No. 5
3	5.2.2 (b)	37	Monthly Allocable Revenue for a particular month shall mean Allocable Revenue recognized in the books of NIXI on the completion of such month and recognized as revenue in accordance with the accounting principles adopted by NIXI.	We would request NIXI to clarify the "Allocable Revenue" definition. If AR is "recognized on the books of NIXI", it must only be Rs 210 that NIXI receives (60% of 350Rs). However, if it is the "proceeds arising on account of the IN domain registry and directly attributable to the operations of the TSP" then it is only Rs 140 as attributable to the TSP (40% max of the 350). Clarity on this requested.		Kindly refer corrigendum S.No. 5
4	5.1.10	36	In first year of initiation of services, from beginning of services, if the growth of total number of domains is greater than 1.5 million i.e. current domain size, NIXI shall compensate to the TSP Rs 10 per domain for growth in number of transactions beyond 1.5 million. In subsequent years of contract, at the end of every year, the number of transactions shall be reviewed against the number of transactions in the previous year.	We request clarity on whether it is number of domains or number of transactions.		Kindly refer corrigendum S.No. 9
				These two forms of measurements are very different. Example: if the # of domains grow to 1.6 million from 1.5 million, the number of transactions to reach this threshold could be much greater than 100,000. So will the compensation be based on the number of domains added or number of transactions added? For subsequent years, the explanation is very brief here.		
5	8.4.1 (g)	45	The TSP shall provide WHOIS services including but not limited to: (g) Adequate measures to be taken to conform to The Persons with Disabilities Act, 1995.	What are the specifics of this Act that would pertain to the WHOIS service?	Web-based WHOIS vs. Port 43 WHOIS	Bidder is required to propose how WHOIS service can be used by the persons with disabilities. E.g. it should be possible to use the WHOIS service from a text-only browser, or via telnet.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
6	8.10.2 (g)	50	Support for EAIs at IDN.IDN in all twenty two Indian scheduled languages and enable complete localization of all email address into local Indian languages and shall support the <India.IN> email plan.	What are the specifics of this plan that would pertain to the support of EAI? Clarity on this is requested		The EAIs at all IDN.IDN plan shall be shared by NIXI with the selected TSP as and when implemented
7	14.8.1	99	Format for Statement of Experience - A certificate issued by the statutory auditor as per Appendix G-2 clearly stating the scope of the project, cost of the project, and date of successful completion should be provided;	In case a certificate from the statutory auditor is not available, would NIXI consider any other alternate documentation. We request some clarity on this	Is there any other equivalent documentation that can satisfy this requirement?	Certificate of Statement of Experience can be issued by Statutory Auditor/ Authorized Signatory of bidder entity.
8	2.13.4.b	14	Commercial Rejection Criteria: Total lump sum price quoted by the Bidder does not include all statutory taxes and levies applicable.	Taxes and levies are variable and subject to periodic changes by the government. Any price quoted can only be inclusive of taxes at rates that are currently prevailing. If these rates change, the quoted price would change also. Request your clarification on this.	Our request would be that bids should not be required to be inclusive of taxes and levies. As they can keep on changing.	Tender condition shall prevail Bidder needs to mention all applicable taxes along with the rate of taxes and levies applicable. In future, in case of any change in the rate or type of tax, the adjustment shall be done accordingly.
9	4.2.2.	26	In the clause relating to evaluation and award of scores, the evaluation parameter and Maximum Marks have been mentioned in the table.	The scores for each parameter in the table has not been mentioned. We would request that the breakup of scores for each of the descriptive portions should be mentioned	There should be no room for ambiguity and clarity of scoring is important.	Tender condition shall prevail
10	8.9	48	Migration and Transition Plan	The DNSSEC transition process is not mentioned in this section and it is essential in the interests of security and stability.	It is vital that NIXI should require an in-depth transition plan to ensure that the .IN zone does not become invalid at any point during transition. As a security measure, this needs to be required in the RFP.	Tender condition shall prevail
11	2.7.2.(c)	10	The components of Technical Proposal or Price Proposal are unusually high or unusually low.	It is requested as to what NIXI would consider "unusually high or unusually low" in the technical or price proposals?	There has to be a benchmark or reference point.	The decision rest with the Technical evaluation committee.
12	4.1.3.I.(i)	24	Description of the data centres currently operate/manage globally by the bidder.	It is assumed that this would also mean and include "managing a service/equipment housed in a data center" not managing and operating a data center alone.		Your understanding is correct.
13	4.1.3.II.ix.(a)	25	Proposed marketing and promotion plans for achieving .IN domain growth. Proposed domain name targets for growth year on year;	We request that NIXI should clarify on how it would assess the "reasonableness" of the targets?		Tender condition shall prevail

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
14	8.18.1.(e)	53	Work towards increase in number of registrars both national and international with atleast 5% growth per year	We would request some clarity on how will NIXI assess the "reasonableness" of these targets?		Tender condition shall prevail
15	4.2.2.2.1.3	28	Describe a high-level Whois system.	High-Level whois--the applicant is going to operate the whois service, why is it NOT necessary to describe the service in detail?		Tender condition shall prevail
16	4.2.2.2.6 (1,2)	31	IPv6 reachability: Describe plans for providing IPv6 compliance. DNSSEC: Describe the policies and procedures for supporting the registry's DNSSEC implementation	IPv6 and DNSSEC are essential to a modern registry; why is EXPERIENCE in these two technologies omitted from the requirements?		Tender condition shall prevail
17	5.1.4	34	The minimum Revenue share proposal percentage for NIXI to be quoted by the bidder should be 60%. The current Registry Service Fee is Rs 350 per domain year for second –level domain names and Rs 250 per domain year for third level domain names.	Can you clarify that 60% of the revenue should go to NIXI? If so,please confirm that the remaining 140 Rupees is anticipated by NIXI to be enough to 1) provide the technology 2) conduct the marketing 3) pay the taxes, and 4 pay for auditors as NIXI may direct?		Tender condition shall prevail
18	8.6.1	46	The TSP shall be required to set up 2 distinct data center facilities in India for management of .IN registry operations. The TSP shall be required to set up the required physical facility, equipment and systems, networking bandwidth and the manpower at these two data center facilities. The current data center facilities and equipment shall not be available for the new setup.	Would this mean that NIXI will have no role, and not own any equipment in either of the data centers required in India? We request clarity whether a separate 2nd data center would have to be set up along with the primary one by the TSP itself?	Please also refer to 8.19.1.h	The clause is self-explanatory; TSP shall require to setup both data centers.
19	8.19.1 (h)	54	Troubleshooting problems with NIXI's vendors, such as its data centre and bandwidth providers;	Would this imply that the TSP is being given additional responsibilities in areas other than TLD operations.(like in the ISP exchange and data center areas)?	The previous requirement had specified TSP to operate two data centers so which NIXI data centers is being referred to in this requirement may kindly be clarified.	This clause stands deleted.
20	11.1.1.3	68	Planned outage duration (Computed on 24*7 basis)	8 hours of month outage for NS is in conflict with 100% availability	NS planned outage period should be 0. However if any NS is taken out for maintenance upto 8 hours per month, it should not affect the domain resolution.	NS planned outage period should be 0. However if any *particular* NS is taken out for maintenance upto 8 hours per month, it should not affect the domain resolution.
21	14.1	101	Experience (Financial Capability and Experience) of only the bidder shall be considered. Experience/ financial capability of associate company/parent company/ subsidiary company shall not be considered for Eligibility purposes.	It is assumed that the definition of bidder as defined in clause 3.2.1does not change. Kindly confirm.		Kindly refer Section 3.2.1 - Legal status of the bidder.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
22	8.5.1(e)	46	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') and the Security and Stability Committee ('SSAC');	We are not clear about IIB? Is this possibly a reference to the Internet Architecture Board (IAB)?		Clause 8.5.1 (e) to be read as "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 Architecture Board ('IAB') and the Security and Stability Committee ('SSAC');
23	8.12.1.a	51	TSP shall implement the following solutions within 6 Months of initiation of .IN Registry Operations - Mobile internet solutions	Request to kindly clarify what is meant by "Mobile Interenet Solutions"		The bidder may propose the Mobile Internet solutions in their technical proposal
24	8.1	49	Implementation of IDNs	Given that NIXI has received approval to launch Devanagri script IDNs, will there be a requirement to launch Devanagri script IDNs when the new contract begins on January 1, 2013?		Tender condition shall prevail
25	8.20.1.b	55	Audit will be performed by an independent third party auditor nominated by NIXI at TSP's expense	We would request that TSP should have the right to get quotations on pricing from other vendors and opportunity to negotiate (similar to clause in agreement 3.1.19 pasted in the remarks column) and not have to pay a single pre-determined price.	Neither party shall be under any obligation with respect to such request unless and until both parties shall agree in writing to the new service, enhancement, variation, derivative work or modification as set forth on the PCR. However, NIXI shall be free to negotiate with third parties to provide such service, provided that no such third party shall be granted direct access to the Registry System without the consent of TSP and NIXI	Audit will be performed by an auditor approved by NIXI at TSP's expense
26	10.5	62, 63	Zone Distribution and Publication	There is no mention of DNSSEC	.IN Registry currently supports DNSSEC	Tender condition shall prevail
27	8	66	REGISTRY.IN web site	The website should be in English and Hindi. Nixi may kindly clarify this.	Current .IN Registry website is in English and Hindi therefore this needs to be added in the contract /RFP	Tender condition shall prevail
28	13.2.E	86	Monthly data to be uploaded on .IN registry website in the XML/MS Access or any other format specified by NIXI. * Monthly WHOIS data to be uploaded on .IN registry website in the XML/MS Access or any other format specified by NIXI.	Need clarification what XML /MS Access and WHOIS data this is specifically referring to?	Generally large data can be posted on FTP /SFTP server.	This refers to all data in Section 13.2, provided by the TSP to NIXI. This is to ensure that data is in a schema that can be archived and processed in the future. The exact formats and schemas will be provided by NIXI in collaboration with the TSP.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
29	3.2.1 - 4 Pt.3	22	Shall not be under investigation by law enforcement agencies for domain abusing activities / unfair practices	Due to the niche nature of the domain name business, there emerges a small yet vocal section of customers who may not be entirely familiar with the domain name lifecycle and related policies. This can lead to registrars/organizations being accused of unfair practices on a public forum, without fair justification and in multiple cases due to a mere misunderstanding on the registrant's part, which can be resolved through bilateral communication. In cases, where such a complaint may be filed with a law enforcement agency; a bidder without due reason and without having been proved guilty, may stand disqualified from the process due to no fault of their own.	A more fair yet equally effective wording might be along the following lines: "Shall not be convicted by law enforcement agencies for domain abusing activities/unfair practices." This also follow the universal adoption of the 'innocent until proven guilty' priniciple.	Shall not be under criminal investigation by law enforcement agencies for domain abusing activities / unfair practices
30	3.2.1 - 1	21	The following entities are eligible to apply - ☐ A single Indian Entity, which shall beevaluated on its own record, and bids and isawarded solely to it. ☐ A group of Entities, which shall be evaluatedon their aggregate, and one of which (which shall be an Indian Entity) shall be theawarded entity. The other members of theGroup shall be jointly and severallyresponsible for the performance of theawarded entity. A Maximum of three entitiescan together constitute this group of entities;for the purpose of this RFP.	Does the group need to register as a separate entity or can the existing indian entity apply on behalf of the group? Will the contract be with the Indian entity ony or with any of the entities?		The contract shall be awarded to Indian entity and the contract shall be signed with the Indian entity

The other members of the Group shall be jointly and severally responsible for the performance of the awarded entity. |

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
31	3.2.1 - 2	21	The Bidder's own experience in development,maintenance / management of ICT systems fornon internal clients (i.e. the end client of the ICT system is not an internal department of thecompany OR the system access is not limited tointernal firm employees only), with at least - ☐ 1 Million database records; ☐ 0.5 Million online transactions (including online search) during each of the 3 years; ☐ 99.9% uptime to be measured on Quarterly basis; ☐ 24*7*365 technical support & customer ☐ Experience in managing DNS System ☐ Experience in managing the cyber security. in the last 3 years as on 31.03.2012	Is it applicable to any one entity from the group?		In case of group of entities; this criteria to be satisfied by one / all entities bidding together.
32	3.2.1 - 3	22	Average Annual Turnover of the bidding entity for the each of the past two completed financial years shall at least be equal to INR 50 Crores.	Is it applicable to any one entity from the group?		Please refer to Clarification against Sr. No. 31
33	(RFP) 4.2.2 - 2.7.1	10	Mobile internet solutions: Describe plans for deployment of Mobile Internet Solutions	Please elaborate		Please refer to Clarification against Sr. No. 23
34	(RFP) 4.2.2 - 2.9.1	32	Brief description of the SLAs ☐ Scoring will be based on the solution proposed with reference to parameters as below: ☐ SLAs for Registry Operations ☐ SLAs for Website management ☐ SLAs for Incident/ Ticket management ☐ SLAs for Training ☐ SLAs for Marketing	Please elaborate on the Marketing SLAs		The bidder may propose Marketing SLAs in their technical proposal for evaluation by the Technical Evaluation Committee.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
35	5.1.10	36	In first year of initiation of services, from beginning of services, if the growth of total number of domains is greater than 1.5 million i.e. current domain size, NIXI shall compensate to the TSP ` 10 per domain for growth in number of transactions beyond 1.5 million. In subsequent years of contract, at the end of every year, the number of transactions shall be reviewed against the number of transactions in the previous year. Number of transactions is number of new registrations and number of renewal transactions.	Please provide more clarity and detail		Please refer to Clarification against Sr. No. 4
36	5.3	37	The parameters and the respective weightage for revenue share percentage to NIXI and allocation to the marketing fund are set out in the table below:	Is there a minimum passing score for the commercial section of the proposal?		No, there is no minimum passing score for the commercial section of proposal. Kindly refer section 4.2; sub section 4.2.2 and section 5; sub section 5.3.2 and 5.3.3
37	5.3.1 - C1	37	Aggregated simple average of the percentageshare for the five years would be considered forevaluation purposes.	Please provide more clarity on how the "Aggregated simple average for 5 years" will be calculated		Kindly refer section 14.13; Annexure J. The average will be taken of the percentages indicated in the table thereof
38	NA	NA		What is the position on Service Tax to be collected		Please refer to Clarification against Sr. No. 8
38				What is the position on Service Tax to be collected with respect to a foreign entity		Please refer to Clarification against Sr. No. 8
40	2.7	10	Clause 2.7 provides that NIXI reserves the right to reject the Proposal if the components of Technical Proposal or Price Proposal are unusually high or unusually low.	Please define the term "unusually high or unusually low"'. Can a methodology be prescribed to determine the same? An illustrative list of the circumstances that would constitute "unusually high or unusually low'" Technical Proposal or Price Proposal would also suffice.		The decision rest with the Technical evaluation committee.
41	2.10.3	11	Clause 2.10.3 provides that NIXI will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter and that the Proposal to be submitted by the Bidders would have to be unconditional and unqualified.	1. Does unconditional and unqualified acceptance of the RFP also include an acceptance of the Registry and Distribution Service Agreement ("Agreement") thereof?		Tender condition shall prevail
				2. The scope of the RFP (as including the Registry and Distribution Service Agreement) is not clear in light of Clause 2.8.1.		Query not clear

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
42	2.11.2	12	Clause 2.11.2 provides that the currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 days prior to the Proposal Due Date.	Can any other method for currency conversion be used to reduce the risk to the bidder?		Tender condition shall prevail
43	2.12	12	The clause requires the Bid Security to be kept valid throughout the Proposal Validity Period and any extension in the Proposal Validity Period.	If the Bid Security is returned, please clarify whether the Bidder is required to maintain the Bid Security for any remaining time during the Proposal Validity Period? If so, please explain what obligations of the Bidder the Bid Security will be securing.	Clause 2.14.1 defines the Proposal Validity Period as the period until signing of the final Agreement and completion of the transition period thereafter, and for not less than 15 months from the Proposal Due Date. However, Clause 2.12.3 states that the Bid Security shall be returned within four weeks from the date of announcement of the TSP	In case a particular Bidder is not selected as the Technical Service Provider and new TSP is announced bid security of all unsuccessful bidders will be refunded. The bidding process will end after the announcement of the selection of the Technical Service Provider Bid security will be returned to the successful bidder on submission of Performance Bank Guarantee
				1. Please explain how Bidders will know when the transition period is complete.		
				2. Please clarify what happens to the Bid Security if the Bidder is selected as the TSP. For example, is it replaced by the Performance Bank Guarantee?		
				3. Please clarify why the Bid Security must be in place for at least 15 months from the Proposal Due Date, when an agreement with the selected TSP will be in place.		
44	2.12	13	This clause forfeits the Bid Security if the Bidder modifies or withdraws its Proposal, except as provided in Clause 2.18	Please clarify whether the reference to Clause 2.18 should be to Clause 2.19.		Please read this as "This clause forfeits the Bid Security if the Bidder modifies or withdraws its Proposal, except as provided in Clause 2.19."
45	2.12.4c	13	Clause 2.12.4 (a) provides that the Bid Security shall be forfeited in the event that the Bidder, who is selected as the Technical Service Provider, subsequently fails to provide the Performance Security within the stipulated time.	The stipulated time for furnishing the Performance Security has not been specified under Clause 2.31. Please specify with reference to signing of the Agreement referred to under Clause 2.30.1.		The Performance bank guarantee is to be submitted within one month of announcement of the selected TSP.
46	2.13.4	14	Clause 2.13.4 provides that Commercial Rejection Criteria includes when the total lump sum price quoted by the Bidder does not include all statutory taxes and levies applicable.	Does the requirement to include all statutory taxes apply for both Indian Bidders as well as Consortium Bidders (please refer to Section 3.2.1 of the RFP)?		Please refer to Clarification against Sr. No. 8

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
47	2.15	15	Clause 2.15 provides that in exceptional circumstances, prior to expiry of the original Proposal Validity Period, NIXI may request the Bidder to extend the Proposal Validity Period for a specified additional period which shall not be refused by the Bidder.	Can the Proposal Validity Period be extended on a request by the Bidder to enable it to set up its service systems to meet its obligations under the Agreement?		No, proposal validity period can be extended only by NIXI
48	2.16/2.17	15	This clause requires Bidders to submit one original and one copy of the entire Proposal, with each of the three parts of the Proposal in separate covers which shall be placed in a single outer cover. Each envelope must be marked as 'ORIGINAL.'	1. Please clarify whether the copy of the Proposal should be submitted in three additional separate covers and single outer cover (marked 'COPY') or if the copy should be submitted with the original.		Bidder shall seal "Original" and "Copy" of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal in three separate covers. All three covers will be sealed in one outer cover.
				2. Each part of the Proposal may be so voluminous that it does not fit within a large envelope and the three parts may not fit within a single, outer cover. If that is the case, what would be an acceptable cover for each part of the Proposal and the single, outer cover? For example, would a box suffice?		Yes, the box may be used for outer cover, if required.
49	2.19.2	16	Clause 2.19.2 provides that the modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, 2.16 and 2.17 of the RFP, with the envelopes being additionally marked 'MODIFICATION', 'SUBSTITUTION' or 'WITHDRAWAL', as appropriate.	Must the modification, substitution, or withdrawal notices be submitted in originals or are copies required to be submitted as well? If yes, are the copies required to be submitted in the same envelope as the "ORIGINAL"?		Please refer to Clarification against Sr. No. 48
50	2.28.1	19	NIXI may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.	1. What will form the basis of further negotiations and/or acceptance of proposal to be taken up with the Preferred Bidder? In what circumstances will NIXI invite a Bidder for negotiations? Will these be pre-acceptance negotiations or post-acceptance negotiations? Does NIXI have a policy whereby it can, based on reasons and justifications bypass the lowest price / least cost Bidder, to select international Bidders/Bidders with global capabilities?		Technical evaluation committee shall decide negotiation process. Kindly Refer section 4.2, sub section 4.2.2 and section 5.3.2 and section 5.3.5

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				2. Also, how many preferred Bidders will be chosen by NIXI? How many Bidders would be called for negotiations before declaration of preferred Bidder and if so, what is the basis on which NIXI would invite Bidders for negotiations at a pre-acceptance stage?		
				3. If, further negotiations do not proceed as per NIXI wishes, will the RFP be awarded to Preferred Bidder or will negotiations be undertaken with the Bidder next in line to Preferred Bidder? What procedure will NIXI adopt, if the negotiations between NIXI and the Bidders fail? In the event of such failure, is it the policy of NIXI to cancel the tender or to select the Bidder on terms which are at variance with NIXI's wishes expressed in the negotiations? Are the negotiations restricted to costs or fees or financial terms or can they also relate to contractual non-financial terms?		
				4. What portion of the scope of work (SOW) and/or Registry and Distribution Services Agreement are open to negotiations?		
51	2.31.4	19	Failure of the Technical Service Provider to comply with the requirements of Clause 2.28 or 2.29.1 and 2.31.4 of RFP shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, NIXI reserves the right to take any such measure as may be deemed fit in the sole discretion of NIXI, including annulment of the bidding process.	1. In Section 2.31.4 is the reference to Sections 2.28 and 2.29.1 erroneous? Was it the intention of NIXI to refer to Clause 2.30.1 and 2.30.1 instead of 2.28 and 2.29? Please clarify.	Ground for annulment could be clause 2.30.1 and 2.31.1	2.31.4 to be read as "Failure of the Technical Service Provider to comply with the requirements of Clause 2.28 or 2.30.1 and 2.31.1 of RFP shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, NIXI reserves the right to take any such measure as may be deemed fit in the sole discretion of NIXI, including annulment of the bidding process."
				2. If the bid of the notified TSP provider does not comply with the acceptance of the LoA or the execution of the agreement within three weeks, what is the procedure which NIXI will follow? Will it revive the second best bid for acceptance and if so what would be the procedure to recall the bid security already dispatched or returned in accordance with Clause 2.30.2?		Please refer to clause 2.28

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				3. After selection of a Bidder, what is the time period within which the performance guarantee by way of an irrevocable bank guarantee is to be secured? Because the tenure of the Registry and Distribution Service Agreement is only for five years, as per the RFP, it should be clarified that the bank guarantee would expire by efflux of time after five years save and except in relation to any enforceability, claim, or dispute pending in relation to the performance bank guarantee.		The PBG is to be provided with in one month of announcement of the TSP. It is clarified that the Performance bank guarantee would expire by efflux of time after five years save and except in relation to any enforceability, claim, or dispute pending in relation to the performance bank guarantee.
52	3.1.1	21	NIXI shall constitute a Review Committee for the purpose of evaluation of submitted bids. Post evaluation of the eligibility proposal submitted by the Bidders, this committee shall evaluate the Technical Proposal of the Bidders. Technical Proposals of only the Qualified Bidders would be evaluated.	Is there a possibility that the Review Committee constituted under Clause 3.1.1 would also evaluate the Eligibility Proposal as well as the Commercial Proposal. Or, will a separate review committee be constituted to examine the Eligibility Proposal and the Commercial Proposal, respectively?		Yes, it is possible.
53	3.2.1 (1)	21	Legal Status of the Bidder – The following entities are eligible to apply:	1. Can a non-Indian parent company of the bidding Entity be part of the group of Entities?		Yes, a non-Indian parent company of the bidding Entity be part of the group of Entities.
			☐ A single Indian Entity, which shall be evaluated on its own record, and bids and is awarded solely to it.	2. Can any three Entities form a Group or a Group only be formed as per 26% law as described in Appendix G1 note 4?		The note 4 in Appendix G1 stands deleted.
			☐ A group of Entities, which shall be evaluated on their aggregate, and one of which (which shall be an Indian Entity) shall be the awarded entity. The other members of the Group shall be jointly and severally responsible for the performance of the awarded entity. A Maximum of three entities can together constitute this group of entities; for the purpose of this RFP.	3. Can two or more unrelated Entities come together and bid as a Group?		Yes, two or more unrelated Entities come together and bid as a Group.
54	3.2.1 (2)	21	Prior Experience – The Bidder's own experience in development, maintenance / management of ICT systems for non-internal clients (i.e. the end client of the ICT system is not an internal department of the company OR the system access is not limited to internal firm employees only), with at least –	1. Please clarify whether all experience points are to be completed individually or whether adherence to even one of these will make the bidding Entity eligible?		Please refer to Clarification against Sr. No. 23

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
			☐ 1 Million database records; ☐ 0.5 Million online transactions (including online search) during each of the 3 years; ☐ 99.9% uptime to be measured on Quarterly basis; ☐ 24*7*365 technical support & customer service; ☐ Experience in managing DNS System ☐ Experience in managing the cyber security. In the last 3 years as on 31.03.2012	2. Please clarify the commencement date for experience; i.e., the clause speaks of experience in the last three years as on 31.03.2012 (since 1st April 2009). However, Appendix G1 provides from 1st April 2008 until proposal due date and Appendix G2 mentions "April 1, 2001 to the proposal Due Date."		Appendix G1 and Appendix G2 has been modified to reflect experience requirement from "April 1, 2009 to the proposal Due Date."
55	3.2.1/3.3.2/6.1.2	21/23/39	Prior experience	1. Will data or other information on prior experience from web sites operated by ICANN or the relevant registry operator suffice as relevant experience certificates or other required documents?		The experience must be demonstrated in form of work orders or certification letter from the client.
				2. Please clarify whether Bidders may document prior experience in other ways.		
56	3.2.1 and Agreement -- Preamble	21 and Agreement page 1	The preamble provides a space for the name of one TSP.	Please clarify whether only the Indian Entity within a group may be the contracting Entity.		Only the Indian Entity within a group will be the contracting Entity. However, the other members of the group shall be jointly and severally responsible for the performance of the awarded entity.
57	3.2.1	22	Board Resolution/Authorization Letter	1. Would a letter from the Chairman/CEO of the company authorizing the signatory to submit the bid be sufficient? Chairman and CEO of Bidder is a member of the Company board of directors.	Chairman/CEO of Bidder is a member of the Board and authorized to act on the Board's behalf.	Yes, your understanding is correct
				2. If a Board Resolution is required, from which Group Entity must the Board Resolution come from (i.e. bidding or parent Entity)?		If required, the board resolution may be taken from the Indian entity.
58	3.2.1/3.3.3/6.1.3	22/23/39	Financial capability	1. Please confirm that the combined turnover and experience of the Group (bidding Entity) will be used for evaluation?	The RFP requires the Average Annual Turnover of the bidding Entity.	Please refer to Clarification against Sr. No. 23
				2. If a member of the Group of Entities is a foreign corporation with a financial year that is January 1st to December 31st, how should Bidders submit the financial information?	Joint turnover of bidding Entity shall be taken into account.	Please refer to Clarification against Sr. No. 23

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				3. Joint turnover should be at least 50 Crores for the last two financial years. Also, Appendix H2 says that turnover of parent company and/or Group company will not be taken into account. However, if parent/Group company is part of bidding group, will its turnover be considered? Please confirm.		Please refer to Clarification against Sr. No. 23
				4. This Clause says audited annual reports of latest two financial years; however Appendtx H2 talks about FY10-11 and FY11-12. Bidder's audited statements for FY11-12 may not be ready by July 6 response submission deadline.		If bidder's audited statements for FY11-12 are not ready, Provisional financial statement of FY 11 12 along with audited financial statements of FY 09-10 and FY10-11, to be submitted against this requirement.
				5. Please clarify which audited Annual Reports should be included?		
59	4.1.3 - I iii	24	The evaluation of the Technical Proposal would be based on the submissions from Bidders, hence, it is in the interest of the Bidder to diligently prepare the Technical Proposal and provide complete details as part of its Technical Proposal. I. Experience Statement 1. Brief scope of five projects handled as vendor with Central Government/ State Government/PSU bodies in last five financial years with project domain of IT product implementations /service implementation/Application development/ Maintenance and support projects.	Do "central government" and "state government" refer to India only or to any country for which Bidder has worked?	We suggest that NIXI consider experience of working with governments in any part of the world.	Against this clause, the bidder may present his experience with any country's government (central / state).
60	4.1.3 - II.v	25	Proposed plan for ensuring compliance with specifications and standards released by ICANN and other related bodies;	Please clarify which specifications and standards released by ICANN and other related bodies are being referenced.		All IETF RFC on the BCP track must be complied with. All RFCs on the Standards track should be complied with. Other ICANN, APNIC, and IETF documents should be complied with.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
61	4.1.3 - II.vii.d	25	Technical Service Provider performance reports	What elements would comprise the performance reports?		Following are the key performance reports to be provided: 1. Service Level Agreement Performance 2. Monthly transaction information 3. WHOIS service activity 4. Domain name under sponsorship per registrar 5. Average daily transaction range 6. Accredited registrars
62	2.5.1/7.4.4/8.9	31/43/48/49	These clauses require a detailed transition plan as part of the Technical Proposal	1. Please provide assurance that the incumbent TSP is required to assist and cooperate with the selected TSP in the migration and transition to a new TSP.		NIXI shall facilitate the interaction of the selected TSP with the incumbent TSP for the required transition. However, the selected TSP shall need to interact and schedule the transition with the incumbent TSP.
				2. Please clarify whether the selected TSP will be excused from its performance obligations and the penalties for delays in service initiation if the incumbent TSP or other existing third parties (e.g., telecoms) do not provide necessary assistance.		Tender condition shall prevail In case of any issues, same may be highlighted to NIXI for facilitating cooperation from the incumbent TSP / registrars / etc
				3. Please clarify how the selected TSP would be responsible for migrating registrars to the new system when the TSP has no control over the registrar.		OT& E and Access Agreement signing and other required formalities to be initiated by the TSP. The registrars who are non compliant, their details to be provided to NIXI and NIXI shall facilitate appropriately.
63	5.1.10	36	In first year of initiation of services, from beginning of services, if the growth of total number of domains is greater than 1.5 million i.e. current domain size, NIXI shall compensate to the TSP □ 10 per domain for growth in number of transactions beyond 1.5 million. In subsequent years of contract, at the end of every year, the number of transactions shall be reviewed against the number of transactions in the previous year. Number of transactions is number of new registrations and number of renewal transactions.	1. Clause 7.2.3 of the RFP states that there are over 1.4 million domain names in the .IN zone. For purposes of projections and ensuring consistency across responses, what is the actual number of .IN domain names as of 1 June 2012?		The number of .IN domain names as of 1 June 2012 is approximately 1.7 million.
				2. For years two through five what is the performance growth goal to achieve the financial incentive?		Kindly refer corrigendum S.No. 9
64	5.2.1/8.12.1	36/51	Inclusions in Commercial Proposal	Please clarify what are the "Mobile Internet Solutions" contemplated within the scope of this RFP.	We suggest revising to state "TSP shall implement Mobile Internet Solutions to be mutually agreed upon by TSP and NIXI."	Please refer to Clarification against Sr. No. 23

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
65	7.3.2	42	Term of the Agreement	If the Term of the Agreement does not start until 1st January 2013, what contract or other agreement will be in place for the TSP in order for the TSP to begin performing transition services?	We suggest revising the Term of the Agreement to commence upon award.	TSP shall be required to sign a mandatory Non Disclosure Agreement with NIXI and a MoU should be signed regarding transition services for that period.
66	7.3.5	42	Confidentiality	Please consider using the definition and provisions in the Registry and Distribution Services Agreement only since it is the contractual requirement.	This clause contains a confidentiality requirement that does not mirror the confidentiality terms contained in the proposed Registry and Distribution Services Agreement, although the clauses would seem to be duplicative.	Tender condition shall prevail
67	7.4.3	43	TSP is required to take over and implement technical operations with required changes in current hardware and infrastructure.	1. Please clarify how Bidders may comply with the requirement to take over and implement technical operations if the incumbent TSP is not required to turn over the current system and infrastructure on its exit.	Unlike the requirements of the RFP and proposed Registry and Distribution Services Agreement, it does not appear that the incumbent TSP is required to turn over the current system and infrastructure on its exit.	TSP is required to take over only data and web site related content from the incumbent TSP. The incumbent TSP hardware and infrastructure set up shall not be handed over to selected TSP.
				2. Clause 7.4.3 gives the impression that the TSP has the option to take over the current systems. However, in Clause 8.6.2 states, "The current data center facilities and equipment shall not be available for the new setup." Please clarify whether purchasing all new hardware is required.		
68	7.4.5	43	This clause requires the TSP to follow guidelines, advisories and vulnerability notes issued by CERT-IN.	1. Please describe the current requirements or how to obtain copies.		NIXI will facilitate the availability of guidelines, advisories and vulnerability notes issued by CERT-IN.
				2. Will NIXI indemnify the selected TSP if the TSP follows CERT-IN directives and incurs some form of liability as a result?		As CERT-IN is a statutory body NIXI is not liable to indemnify TSP
69	8.2.1f	44	This clause requires Bidders to provide services that include "registry software customized to support .IN registry's unique policy, business, and linguistic needs."	To help Bidders understand what services may be needed, please describe .IN's unique policy, business and linguistic needs.		Requirements are included in RFP and policy document is available on .IN Reistry website under Policy section
70	8.3.1a	45	Diversity of DNS resolution and infrastructure to be operated by the	This Clause implies that more than one type of DNS server software is	We suggest rephrasing this Clause to the following:	This clause to be read as "Diversity of DNS resolution software to be operated

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
			TSP shall support software diversity in resolution software and diversity in all hardware used;	required as part of the implementation. Can you please clarify?	Diversity of DNS resolution software to be operated shall be sufficient to ensure the overall resolution infrastructure implemented for .IN is not vulnerable to a "zero day" exploit (i.e., diversity can be demonstrated at all layers of the resolution infrastructure).	shall be sufficient to ensure that the overall resolution infrastructure implemented for .IN is not vulnerable to a "zero day" exploit (i.e., diversity can be demonstrated at all layers of the resolution infrastructure)."
71	8.3.1c	45	DNS infrastructure shall use multiple DNS vendors and shall physically locate the .IN TLD nameservers within the geographic boundaries of India	This Clause implies that more than one DNS provider is required to provide resolution of the .IN TLD. Can you please clarify?	We suggest rephrasing this Clause to the following:	This clause to be read as "The TSP shall demonstrate that it has a proven history of providing DNS resolution at the service levels defined in the RFP for a period of at least five years. Should the TSP be unable to demonstrate this capability for the past five years then the TSP will implement a DNS resolution infrastructure that uses multiple DNS vendors as part of its overall implementation." As on date, .IN Registry is having an agreement with one DNS vendor which needs to be continue.
				Also, this Clause implies that all of the .IN TLD nameservers are housed in India. Can this be clarified to read consistently with 8.3.1.b which states that "a minimum of 2 .IN TLD nameservers will be physically located within the geographic boundary of India."	The TSP shall demonstrate that it has a proven history of providing DNS resolution at the service levels defined in the RFP for a period of at least five years. Should the TSP be unable to demonstrate this capability for the past five years then the TSP will implement a DNS resolution infrastructure that uses multiple DNS vendors as part of its overall implementation.	This clause is to be read as "DNS infrastructure shall use multiple DNS vendors and shall physically locate a minimum of 2 .IN TLD nameservers with in the geographic boundaries of India."
				Partnering with a secondary organization for DNS resolution could potentially impact performance. Please elaborate why there is the requirement for multiple DNS providers.		
72	8.6.1	46	The TSP shall be required to set up 2 distinct data center facilities in India for management of .IN registry operations. The TSP shall be required to set up the required physical facility, equipment and systems, networking bandwidth and the manpower at these two data center facilities. The current data center facilities and equipment shall not be available for the new	1. Please confirm whether present data centers are not usable only for the new TSP or also for incumbent TSP, if re-selected.		Present NIXI data center will not be useable. The bidder is required to propose minimum 2 data centers for supporting registry operations
				2. At the end of 31st December 2017, if TSP is re-selected, will it be required to re-install complete set-up or will it be allowed to use facility/infrastructure as set up by it for 2013-2017?		This RFP does not cover the scenario of TSP getting re-selected, hence the query is not relevant

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
			setup.	3. At the end of 31st December 2017, will infrastructure be returned to TSP or will it remain with NIXI?		It shall be returned to the TSP.
73	8.6.2 c	46	Network Operations Centre ('NOC') with monitoring tools to generate alerts for any problems with the registry system and its network	Is the NOC required to be in India?		Yes, it is required to be in India.
74	8.8.1	47	The TSP shall provide services towards Disaster recovery, Data backup and System recovery procedures including but not limited to:	Can disaster recovery be performed outside of India?		No, disaster recovery can not be performed outside of India
75	8.1	49/50	This clause provides background on IDNs and .BHARAT and requires the TSP to provide services and solutions for implementation of IDNs	Please clarify whether IDNs and .BHARAT registry operations are in scope. If so, please clarify the extent of such scope.		Please refer S.no. 11 & 20 of Corrigendum
76	8.14.1C	51	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;	Would an office location in the National Capital Region be acceptable location as opposed to a location specifically within New Delhi?		Yes, it is acceptable.
77	8.15.1 – a	52	Automated reports for registrars and the registry operator as per the requirements of NIXI;	What are the automated report requirements for NIXI?		Kindly refer RFP section - 13.2, Annexure 2, page 85.
78	8.15.1 – b	52	Generate reports on ad-hoc requests by NIXI for specific data points;	What is the expected turnaround time to generate ad-hoc reports when requested by NIXI?		The timelines for the report generation will be mutually discussed by NIXI and selected TSP.
79	8.16.1 – f	52	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 will issued to such documentation based on new projects undertaken such as IDNs;	Please define "adequate documentation.		This will be mutually discussed by NIXI and selected TSP.
80	8.16.1 – g	53	List of minimum trainings to be provided for NIXI nominated staff is listed in Annexure 3.	1. Data centre and NOC operations with reference to the Registry 5. SRS software	It is the assumption that NIXI staff will not be required to have login accounts that grant them logical access to the registry critical systems. If this is in error, please clarify.	NIXI staff shall be required to have login accounts that grant them logical access to the registry critical systems.
81	8.17.1 – g	53	Accept and provide changes in the website as per periodic requests that may be initiated by NIXI	Please provide more details regarding the frequency of changes that the TSP will be required to support (i.e., monthly, quarterly, etc.).		The frequency will be quarterly

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
82	8.20.1B	55	Audit will be performed by an independent third party auditor nominated by NIXI at TSP's expense.	Based upon audits of the exiting TSP, can NIXI give a cost estimate for how much these audits cost and the names of the auditing organizations used in the past?	Needed to help project costs of operating the registry	This clause to be read as - "Audit will be performed by an independent third party auditor approved by NIXI at TSP's expense."
83	9	56	The following Clause details the current registry system including details of the hardware and software architecture that supports the .IN domain registry. The historical information is provided as background only and no reliance should be made by the Bidders on the continued existence of these facilities and systems.	As we interpret this language, it means that new data centers must be built for the operation of the .IN registry and detailed as part of the submission.	We suggest that Incumbent be bound by the same build-out requirements as all other Bidders.	Tender condition shall prevail
				1. Who currently owns or leases the existing data centers?		The current data centers are leased from BSNL, one by NIXI and one by the current TSP.
				2. Who owns the hardware and software used to currently operate the .IN registry?		Primary site infrastructure is owned by the current TSP, while the secondary site infrastructure is owned by NIXI.
				3. Will the existing TSP also be required to design and build brand new data centers in two locations to host the .IN registry?		All bidding entities are required to propose data centers in two locations to host the .IN registry
84	10	59	SOFTWARE SOLUTIONS, SYSTEM MONITORING TOOLS AND FEATURES	It is assumed that this Clause refers to the current implementation of the registry system and is not a statement of requirements for the TSP for the implementation of the new .IN registry. Please clarify.	We suggest that the following statement be added to the beginning of Clause 10: The following Clause details the current registry system including details of the software solutions, system monitoring tools and features that support the .IN domain registry. The historical information is provided as background only and no reliance should be made by the Bidders on the continued existence of these items.	Please refer note at section 10.1.1.
85	10.5.1	62	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 will continue to resolve, even in the event of a catastrophic event that eliminates an entire DNS vendor and all of its systems.	It is assumed that this statement refers to the current implementation of the DNS system and is not a requirement for implementation by the new TSP. Please clarify.	If this is not the case, we suggest that these statements be eliminated.	This statement refers to the current implementation of the REGISTRY .IN.
86	10.5.2	62	Zone publication occurs immediately following zone	This Clause implies that more than one type of DNS server software is	We suggest rephrasing this Clause to the following:	This statement refers to the current implementation of the REGISTRY .IN.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
			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.	required as part of the implementation. Please clarify.	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 name servers for distribution.	
87	10.5.2	63	Zone information updates are distributed to DNS name servers using industry-accepted methods.	It is assumed that this statement refers to the current implementation of the DNS distribution architecture and is not a requirement for implementation by the new TSP. Please clarify.	If this is not the case, we suggest rephrasing this statement to the following: Zone information updates are distributed to DNS name servers in compliance with applicable industry RFCs.	Please refer to Clarification against Sr. No. 86
88	10.5.4	63	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.	It is assumed that this statement refers to the current implementation of the DNS system and is not a requirement for implementation by the new TSP. Please clarify.	If this is not the case, we suggest rephrasing this statement to the following: At the individual namerserver level, the system currently uses multiple hardware platforms, operating systems code bases to eliminate the possibility of a zero-day exploit on any one platform.	Please refer to Clarification against Sr. No. 86
89	10.5.4	63	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	It is assumed that this statement refers to the current implementation of the corporate DNS and is not a requirement for implementation by the new TSP. Please clarify.	If this is not the case, we suggest rephrasing this statement to the following: The .IN zone will be protected at the corporate level, by having DNS diversity that ensures it will continue to resolve DNS queries.	Please refer to Clarification against Sr. No. 86
90	10.6.2-8	67	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.	It is assumed that this statement refers to the current implementation of the REGISTRY .IN web site. Please clarify.	If so, we suggest rephrasing this statement to the following: 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 are placed on the website in accordance with the policies of NIXI.	Please refer to Clarification against Sr. No. 86
91	11.1.1 Table 2	68		Are all SLAs based on 95% of all transactions or on 100% of all transactions?	Recommend adding the following statement before the Table 2: Consistent with industry standards, the performance specifications in the following table are for 95% of the transactions during a Monthly Timeframe.	Tender condition shall prevail
92	11.3.2	73	AXFR/IXFR Updates		We suggest changing to DNS Updates	Tender condtion shall prevail

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
93	11.3.4-4	76		Are all monitoring response times based on 95% of all transactions or does the requirement apply to 100% of all transactions?	We recommend adding the following statement before the Table: Consistent with industry standards, the performance specifications in the following table are for 95% of the transactions during a Monthly Timeframe.	Yes, your understanding is correct
94	12.1	81	The Bidder firm needs to include in the response a broad level plan till initiation of .IN registry operations, with timelines, for the below mentioned activities (inclusive but not limited to):	1. This Clause implies that the proposed timeline defined in the table is firm. Is the Bidder required to strictly adhere to this timeline?	Our previous experience in migrating registry operations shows that a transition to a new operator with build out requirements as outlined in the RFP will require a period of six months to ensure the transition is performed in a manner that provides for a secure and stable registry, maintains existing registry performance and functionality and provides for a stable and predictable experience for NIXI, registrars and registrants.	The bidder can propose their own broad level plan till initiation of services of .IN registry operations, keeping in view the over all timeline. The Technical Evaluation Committee shall evaluate the same during proposal evaluation.
				2. Will there be an opportunity for NIXI and the Bidder to jointly review and possibly revise the "Plan for initiation of .IN registry operations"?	We suggest that in order to facilitate a transition as soon as possible in a manner that ensures consistency of performance and service, NIXI should undertake the following: 1. Execute the Agreement with TSP no later than 1 August 2012 to ensure transition begins as soon as possible. 2. Suspend penalties associated with delay in transition for the duration of the transition plan as mutually agreed upon between NIXI and the TSP.	
95	12.1	81	New and old TSP Services Overlap period	Is this overlap for DNS or for the entire registry including the SRS?		Overlap period is only for the DNS services.
96	12.3	82	Exit Management	If at the end of the five year contract, the incumbent TSP is not awarded a contract for another term, do "all the assets including all its components of software, hardware etc. go to NIXI at no additional cost to NIXI? Or does this provision apply in the case of breach?		This is applicable only in case of breach, in case of normal exit of the selected TSP, all NIXI's rightful content including data and website content shall be taken over by NIXI

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
97	12.3/13.1 and Agreement—3.1.10, 9.5.2, 9.5.6	82, 84 and Agreement pages 10, 17, 18	These clauses require an exit management plan and provides step-in rights for NIXI	1. The transition period for the selected TSP to assume operations is four months but the transition period on termination obligates the selected TSP to a minimum of six months. Please clarify why it will take less time to transition in during the beginning of the agreement than upon exit.		Tender condition shall prevail
				2. Please provide assurances that an exit management plan as described in this clause and the Agreement is in place with the incumbent TSP.		NIXI shall facilitate the interaction of the selected TSP with the incumbent TSP for the required transition. However, the selected TSP shall need to interact and schedule the transition with the incumbent TSP.
				3. Please clarify whether NIXI intends Bidders to transfer ownership in their intellectual property rights, including the intellectual property that may be used for other shared registry systems, to NIXI as part of the exit management plan.		In case of normal exit of the selected TSP, NIXI does not intend the selected TSP to transfer ownership of their hardware or software or any intellectual property to NIXI. NIXI shall have the right to .IN registry / IDN related data and related websites.
				4. Please clarify whether the transfer of all intellectual property is required by the selected TSP if the intellectual property is not necessary to transition to a new TSP.		
				5. Please confirm whether the selected TSP will receive the intellectual property of the incumbent TSP?		No, the selected TSP will not receive the intellectual property of the incumbent TSP
				6. Please provide assurance that NIXI will assume all liability and responsibility, and that the selected TSP will be excused from liability and responsibility, for operation of .IN during any time period in which NIXI has taken over operations of .IN.		Tender condition shall prevail
				7. Please provide assurance that NIXI will be responsible and indemnify the selected TSP for all damages that the selected TSP may incur as a result of NIXI's operations of .IN.		Tender condition shall prevail
				8. Please provide assurance that NIXI will protect the confidentiality of information of any other registry operated by the selected TSP on the same infrastructure and systems.		Tender condition shall prevail

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
98	12.4 (2nd bullet)	83	This clause permits NIXI to extend services.	Please provide assurance that the selected TSP will receive notice if NIXI extends the services of the selected TSP and if so, the length of extension.		Yes, it will be as per agreement entered into with the selected TSP
99	12.4 (3rd bullet)	83	This clause requires the selected TSP to continue meeting SLAs during transition periods.	Please clarify why the selected TSP would be required to continue meeting SLAs during a transition arising from the failure of NIXI to pay the TSP.		Yes, services shall be rendered by TSP during such transition period as per the terms and conditions of this Agreement, without any deterioration in SLA
100	13.1 and Agreement – 9.4	84 and Agreement page 17	Undertaking/letter by TSP to Third Party Vendors.	1. Please clarify the form of undertaking in Clause 13.1 such that NIXI may only assign in case of termination of services.	The form of undertaking in Clause 13.1 of the RFP provides that NIXI "in its sole discretion" may assign TSP's rights to itself. However, Clause 9.4 states that NIXI only has the right to take over .IN operations "in case of termination of services of TSP by NIXI."	Clause 9.4 is detailed at section 12.3 in the RFP, which refers to the same letter at Annexure I.
				2. Please clarify in Clause 9.4 of the Agreement that NIXI shall have the rights in case of termination of services of TSP by NIXI "in accordance with this Agreement."		Refer clause 9.4 & 9.5 of the Agreement.
				3. Please provide assurances that NIXI will be responsible for all liability arising out of an improper assignment by NIXI, any action or inaction taken by NIXI after the assignment or that it causes in connection with the assignment.		NIXI is bound by the terms of Agreement.
101	13.2D	86	This clause requires the selected TSP to provide ad-hoc or specialized reports	Please clarify how often NIXI currently requests ad hoc or specialized reports.		TSP shall provide ad-hoc or specialized reports as and when required by NIXI
102	13.3	86	Data centre and NOC operations with reference to the Registry	On what portions of the NOC will the TSP be required to train NIXI bi-annually?		All aspects of NOC operations impacting .IN registry operations
103	13.3	86	Incident Management System	On what portions of the incident management system will the TSP be required to train NIXI?		User training as all these systems will be new to the NIXI and the registrar setup
104	14.6/Appendix E	95	Form of Bank Guarantee	The form of Bank Guarantee set out in Appendix E refers to Clause 2.11 of the RFP. Please clarify whether this should be Clause 2.12.		Section 14.6, Appendix E, point B , to be read as - "In clause 2.12. …" in place of "In clause 2.11".
105	Appendix G1	99	The Format for State of Expertise requires the information provided be supported by a, "Copy of work order/agreement issued/executed by client."	Can something else be provided in place of this if the work order/agreement cannot be disclosed? Can a redacted copy of the work order/agreement be provided?	Certain requirements for G-1 and G-2 – Statement of Experience and Format for Proof of Experiences are difficult to comply with due to the nature of the agreements requested, sensitivity of the work performed and the time constraints of the response period. We suggest an alternative approach would be to have respondent's list references for each contract submitted as proof of work with these entities.	The experience must be demonstrated in form of work orders or certification letter from the client.

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
106	14.11/H2	102	Format for Financial Capability Criteria	What if the revenue audit for 2011-2012 is not completed by July 6?	We suggest NIXI consider financial capability for 2009-2010 and 2010-2011	Please refer to Clarification against Sr. No. 58
107	Agreement – 1.18	5	Definition of Registry Services	This should be a standard definition of registry services.		Please refer ICANN Definition (http://www.icann.org/en/resources/registries/rsep/policy)
108	Agreement – 1.19	6	Definition of Registry Services Fees	Can NIXI unilaterally change these fees without the consent of the TSP?		Yes
109	Agreement – 3.1.2	7	Penalty on delay in service initiation	1. Please explain how NIXI arrived at the penalty amount of Rs. 7,50,000 as a reasonable estimate of the damages it may incur on a daily basis if there is a delay in service initiation.		No explanation can be given
				2. Please explain how NIXI will provide proof of actual damage in accordance with Clause 73 of the Contract Act.		No explanation can be given
				3. Please confirm that the TSP will not be liable for any penalty for delays caused by NIXI, the incumbent TSP, Registrars, escrow providers or is otherwise outside of its control.		Refer clause 12.1 of the Agreement
				4. Please clarify that, in connection with the transition to the selected TSP, NIXI is required to ensure the cooperation of the incumbent TSP, registrars, escrow providers and other third parties with whom NIXI has a contractual relationship.		NIXI shall facilitate the interaction of the selected TSP with the incumbent TSP for the required transition. However, the selected TSP shall need to interact and schedule the transition with the incumbent TSP.
110	Agreement -- 3.1.4	8	This clause requires the TSP to comply with NIXI guidelines, including information sharing with NIXI, access to systems, etc	1. What are the current guidelines and where are they accessible?	This clause appears to give NIXI the right to issue new guidelines that could increase the selected TSP's duties or obligations under the Agreement or increase its risk.	Please refer .IN registry website
				2. Please describe the process by which NIXI approves and issues new guidelines.		NIXI will provide the guidelines to the selected TSP.
111	Agreement – 3.1.5	8	This clause allows NIXI to access the TSP's central systems to perform audit, investigation or any other purpose.	1. Please provide assurances that NIXI will not unreasonably interfere with the TSP's business operations.		Your understanding is correct

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				2. Please provide assurances that the scope of any audit, investigation or other purpose will be limited to the TSP's performance of this Agreement and not related to the TSP's internal information or data or that of its other customers.		Your understanding is correct
112	Agreement – 3.1.7	8, 9	Data escrow requirements.	1. In relation to data escrow, the obligations of confidentiality of personal data and secrecy and privacy must also apply to NIXI. If there is a breach or leak from the data escrow or mirror site, please confirm NIXI will indemnify the TSP.		Refer clause 12.1 & 12.5 of the Agreement.
				2. Please provide the terms of the tripartite agreement.		NIXI will share with selected TSP
113	Agreement – 3.1.9	9	This clause permits NIXI to negotiate with third parties for services that are in addition to or modifications to the scope of work.	1. Please clarify whether NIXI intends to require the selected TSP to make its intellectual property or confidential information available to any third party providing new or other services to NIXI.		
				2. Will the new or enhanced services be part of the revenue share?		The Scope of work mentioned in current RFP is part of revenue share.
114	Agreement – 3.1.10	10	This clause requires an exit management plan within 6 months of the Agreement	1. What is the process for the approval of the exit management plan after submission to NIXI?		NIXI shall approve the same.
				2. Please provide the incumbent TSP's exit management plan.		The contract provides for transition. The detailed transition plan to be fianlized between exiting TSP and the selected TSP. NIXI shall facilitate drawing of transition plan.
115	Agreement – 3.2.2	10	License grant from NIXI to the TSP	1. Please clarify whether NIXI, the incumbent TSP, registrars, registrants or other third parties will provide any software, web site content or other information to the selected TSP to perform its obligations, if so please provide the license terms for such materials.		Incumbent TSP shall provide web site content and the .IN Registry database and registrar account details, as available
				2. Please verify that if NIXI revokes the license to the Data Elements then the selected TSP is excused from further performance and will not have any liability in connection therewith.		Revocation of licence means termination of contract

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
116	Agreement – 3.3.1	11	Access Agreements with Registrars	1. What will happen to the Access Agreements in place between registrars and the incumbent TSP? Will these agreements be assigned to the selected TSP or will NIXI require registrars to enter into new Access Agreements with the selected TSP?		Selected TSP is required to enter into new Access Agreements with the registrars
				2. If the current agreements are assigned, what are the terms of the current Access Agreements?		
117	Agreement -- 3.3.3	11	Non-payment of fees by Registrars	1. Should the reference in the first sentence to the timely payment of Service Fees be a reference to Registry Service Fees?		Yes it refers to the same.
				2. Please explain how fees will be collected and remitted between the parties. For example, will NIXI or the TSP invoice and collect fees from the registrars?		Refer section 5.1.8
				3. If NIXI is collecting fees from registrars, please clarify how the TSP will be informed that the registrar's deposit account balance is fully depleted.		Refer section 5.1.8
				4. If a registrar's account balance is depleted and the TSP stops accepting registrations, please clarify how and when the TSP may recommence accepting registrations.		As and when the concerned registrar replenishes the minimum balance in registrar account and sends intimation to TSP and NIXI, TSP can recommence accepting registrations.
				5. Does the first sentence mean that the TSP's receipt of fees from registrars is a condition of the TSP's obligation to perform under this Agreement?		These two conditions are unrelated.
118	Agreement – 4.1 and 16.13.1	12	License	Please verify that the license to the Licensed Product and any other intellectual property reverts to the TSP upon termination or expiration of the Agreement		Except TSP licenced products, any IPR generated with NIXI resources shall remain with NIXI upon termination or expiration of the Agreement
119	Agreement -- 5.1.3	12	Fees	Please clarify whether the Bidders need to include a minimum average fee due in the Commercial Proposal		This clause stands deleted.
120	Agreement – 8	16	Training and other services	Please verify whether training may be completed online or preformed remotely.		Refer section 13.3, page 86 in the RFP document. The mode of the training may be decided in conjunction with NIXI post selection.
121	Agreement -- 9	16	Termination	1. Please clarify that the TSP's financial guarantees will be terminated if NIXI is in default or upon termination of the Agreement.		Tender condition shall prevail

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				2. Please clarify that upon any termination or expiration, NIXI will return Licensed Products in accordance with the Agreement or as per the directions of the arbitrators resolving a dispute.		
122	Agreement – 9.5.6	18	Transfer of assets	1. Please clarify what is in scope of "all assets" to be transferred as many assets may be the TSP's proprietary or intellectual property, may be infrastructure that TSP uses in connection with internal services or to other customers, etc.		Except TSP licenced products, any IPR generated with NIXI resources shall remain with NIXI upon termination or expiration of the Agreement
				2. Please clarify that NIXI will provide the TSP with a tax indemnity for the undervalued sale of any assets transferred to NIXI.		
123	Agreement – 9.5.8	18	Damages upon termination for TSP's material breach	1. Please clarify that damages are subject to proof of actual loss in an arbitration procedure.		Tender condition shall prevail
				2. Please clarify that the performance security is subject to determination of actual damages and should be drawn down only after adjudication by arbitration.		
124	Agreement – 10	19	Prevalence of MOU with Government	1. Please clarify the method provided for restitution of the Agreement in the case of a temporary takeover.		TSP shall be paid for the services rendered /performed till the takeover time.
				2. Please clarify the measure of compensation if it is taken over temporarily or permanently and who will compensate the TSP.		TSP shall be paid for the services rendered /performed till the takeover time.
125	Agreement – 12.1 and 18	19	This clause provides for limitation of liability	1. Please clarify whether NIXI intends the selected TSP to have liability exposure above any potential revenues it may receive.	The selected TSP's potential liability should be limited in scope to the technical operations of the systems and infrastructures within its control.	Yes, TSP liability is not only limited to potential revenues received.
				2. Please clarify whether NIXI intends to have remedies against the selected TSP in addition to service level credits for any breach of the service level agreement.		Yes
				3. Please clarify whether NIXI intends to have remedies against the selected TSP in addition to the penalties for any delay in transition.		Yes

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
126	Agreement – 12.3	19	This clause provides for intellectual property indemnification by TSP	This clause does not limit the obligation to indemnify for the infringement of "any intellectual property" to intellectual property provided by the TSP. Please clarify whether NIXI intends the selected TSP to indemnify for infringement resulting from (i) intellectual property provided by NIXI, registrars, registrants or other third parties, (ii) the combination of the TSP's intellectual property with other intellectual property provided by NIXI, registrars, registrants or other third parties, (iii) modifications or operations of .IN by NIXI or others on its behalf, (iv) compliance with applicable law, or requirements, policies or instructions of NIXI.		Yes
127	Agreement – 12.5	20	This clause provides for NIXI to indemnify the TSP for breach by NIXI	1. Will NIXI indemnify the selected TSP as a result of NIXI's registry operations, the takeover of the registry by the Government, and/or the TSP's compliance with requirements, policies or instructions of NIXI, including compliance with clause 3.2.3 of the Agreement?		No
				2. How will the selected TSP be protected for claims arising out of actions or inactions by the incumbent TSP or NIXI prior to the effective date of the new Agreement?		NIXI shall not be responsible for such actions or inactions by incumbent TSP
128	Agreement – 14.2	21	Representations and warranties		Please provide a copy of the .IN Internet policy name policy framework and implementation document dated 28.10.2004 or identify where such document is publicly available.	Kindly refer .IN Registry website for .IN Internet policy name framework and implementaton.
129	Agreement -- 16	22	Dispute resolution	1. Please consider arbitration at either the International Court of Arbitration (ICC) or the London Court of International Arbitration.		Tender condition shall prevail
				2. Please consider that disputes should be referred to three arbitrators and the Chairman of the panel should be appointed by two appointed arbitrators.		Tender condition shall prevail

S.No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Bidder's Suggestion/Remarks, if Any	Clarification
				3. Please clarify that fees of the arbitrators and the time for rendering the arbitration award must be specific and the arbitrators must be bound by contract to provide the award in the specific time frame.		Tender condition shall prevail
				4. Please clarify that the arbitration award should be a reasoned award made in writing and declared in the presence of the parties.		Tender condition shall prevail
130	Agreement – 16.6	22	Applicable law and jurisdiction	Please clarify that the Agreement will be subject to the exclusive original jurisdiction of the High Court of Delhi at New Delhi.		Tender condition shall prevail
131	Agreement – 16.8	23	Assignment/sublicense	The RFP permits the Bidder to consist of a Group of Entities. Please clarify that the TSP may assign or transfer the Agreement, in whole or in part, to a member of the Group and that the TSP may subcontract, sublicense or delegate its obligations or responsibilities to a member of the Group.		Kindly refer clause 16.8 Assignment/Sublicence