



National Internet Exchange of India ('NIXI')

RFP for selection of Technical Service Provider ('TSP') for .IN
Domain Registry

June 2012

DISCLAIMER

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The RFP document does not purport to contain all the information each Bidder may require. The RFP document may not be appropriate for all persons, and it is not possible for the NIXI Representatives to consider the investment objectives, financial situation and particular needs of each party reading or using this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and obtain independent advice from appropriate sources. The NIXI Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, the award of the Project, the information and any other information supplied by or on behalf of NIXI Representatives or otherwise arising in anyway from the selection process.

NIXI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in the RFP document from time-to-time, after intimating the same to the Bidders.

NIXI Representatives reserve the right to accept or reject any or all Proposals without giving any reasons thereof. The bidding process shall be governed by the laws of India and courts at the state of New Delhi will have jurisdiction over the matter concerning and arising out of RFP document.

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1. INTRODUCTION

1.1. Background - National Internet Exchange of India

- 1.1.1. 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 with the primary objective of facilitating improved Internet services in the country. The members of the Board comprise of distinguished academicians drawn from the Department of Information Technology, 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').
- 1.1.2. 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 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 will 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.
- 1.1.3. NIXI has been assigned the task of .IN registry operations and management for .IN ccTLD. In order to achieve its objectives to foster the .IN domain registrations in the country, NIXI desired to select an internationally experienced organization to provide technical services for registry operations.
- 1.1.4. NIXI had selected M/s. Afiliat India Pvt. Ltd. (hereinafter referred to as 'Afiliat') upon response to a global tender in November 2004, for a period of 3 years, for .IN registry operations and management. In July 2007, NIXI again undertook a competitive bidding process to identify a competitive service provider (Technical Service Provider or 'TSP') for .IN registry operations and management. M/s Afiliat was, as a result, chosen to continue with the management of .IN registry for an additional period of five years, which shall expire on 31st December 2012.

1.2. Purpose

- 1.2.1. NIXI has hence floated this RFP for the purpose of selecting a Technical Service Provider for the .IN registry along with support for IDNs.
- 1.2.2. The purpose of this Request for Proposal ('RFP') is to seek the services of a reputed company that would maintain the operations of .IN registry for a period of next five years, i.e., from 1st January 2013 to 31st December 2017 and also take up related marketing activities for popularizing the .IN domain. This document provides information to enable the bidders to understand the broad requirements to submit their response. The detailed scope of work is provided in Chapter 8 of this RFP document.
- 1.2.3. The duration of the contract of the selected technical service provider with NIXI would be for a aforesaid period of five years, expected to start from the expiry of the existing agreement with M/s Afiliias. Prior to initiation of services, the selected TSP will need to also plan for transition / migration of current data and setup to his own systems.
- 1.2.4. The details of the workings of the bidding process are set out in the following parts of this section.

1.3. Description of bidding process

- 1.3.1. The Bidding process shall be a single stage bidding process comprising of eligibility evaluation, technical evaluation and financial proposal evaluations, in this order.

1.4. Bidding Schedule

- 1.4.1. NIXI would endeavour to adhere to the following schedule:

S. No.	Event Description	Indicative Timeline
1	Date of RFP publication	4 th June,2012
2	Last date for receipt of pre bid queries	8 th June,2012
3	Date of Pre bid Meeting	14 th June,2012
4	NIXI's response to the queries and publication of relevant corrigendum	18 th June,2012
5	Proposal Submission Due Date	6 th July,2012
6	Date of opening the qualification submissions	6 th July,2012

1.5. Cost of RFP

- 1.5.1. The Tender document can be purchased by submission of a Demand Draft for ₹ 10,000/- in favor of National Internet Exchange of India. Only one hard copy of this tender document will be furnished to each bidder. The tender documents can also be downloaded from the .IN registry website (<http://www.registry.in>). In case the tender document is downloaded from the NIXI website, the tender document fee shall be submitted as a DD along with the proposal of the bidder in a separate envelope.

2. INSTRUCTION TO BIDDERS

2.1. Eligibility for Bidders

2.1.1. A Bidder is eligible if all requirements as mentioned at section 3 are met by the bidder.

2.2. Number of Proposals

2.2.1. The Bidder shall submit only one (1) proposal for the services. If the Bidder submits more than one Proposal it shall be subject to disqualification and shall also cause the disqualification of all the Proposals in which such Bidder has participated.

2.3. Proposal Preparation Cost

2.3.1. The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. NIXI shall not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the bidding process.

2.4. Completeness of Response

2.4.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.4.2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and would result in rejection of its Proposal and forfeiture of the Bid EMD.

2.5. Compliance with Laws

2.5.1 TSP shall comply with all the laws for the time being in force in India

2.6. Due Diligence

2.6.1. It is desirable that the Bidder submits its Proposal after ascertaining for itself the project definition, Project Scope, or any other matter considered relevant by it.

2.6.2. It would be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination, accepted and understood the RFP document;

- b. received accepted and understood all relevant information requested against the queries from NIXI, and
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. The project definition;
 - ii. The Project Scope;
 - iii. The policy measures for .IN domain registry; and
 - iv. All other matters that might affect the Bidder's performance under the Agreement.

2.6.3. NIXI shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.6.4. The Bidder shall be solely responsible for any omissions, mistakes or errors in the Proposal, and in no case shall any of the NIXI representatives, including NIXI officials, directors, employees and advisors, be held liable for any such omissions or errors in the Proposal. The Bidder shall be required to provide an undertaking to the effect in the format as prescribed in Appendix P of the RFP document.

2.7. Right to Accept or Reject any of the Proposals

2.7.1. Notwithstanding anything contained in this RFP document, NIXI reserves the right to accept or reject any of the Proposals or to annul the bidding process, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

2.7.2. NIXI reserves the right to reject the Proposal if:

- a. At any time, a material misrepresentation is made or discovered, or
- b. The Bidder does not respond promptly within the targeted time period and diligently to requests for supplemental information required for the review and evaluation of the Proposal, or
- c. The components of Technical Proposal or Price Proposal are unusually high or unusually low.

2.8. Contents of RFP document

2.8.1. The RFP document comprises the contents as listed below, and would additionally include any Addendum issued in accordance with clause 2.7.

- a. Information for Preparation and Submission of Proposal
- b. Project information and Scope for Technical Service Provider

2.9. Amendment of RFP document

- 2.9.1. At any time prior to the Proposal Due Date, NIXI may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidders, modify the RFP document by the issuance of an Addendum.
- 2.9.2. Any Addendum thus issued shall be uploaded on the NIXI registry website (<http://registry.in>).
- 2.9.3. In order to provide the Bidder a reasonable time to examine the Addendum, or for any other reason and on receipt of such specific request from the Bidder, NIXI at its own discretion, may opt to alter the timeframe related to the Proposal Due Date. The bidders are advised to regularly check website of NIXI in regard information pertaining to this Bid.

2.10. Pre-bid meeting

- 2.10.1. To clarify and discuss issues with respect to the Project and the RFP, NIXI will hold Pre-bid meeting(s). The venue, time and date of the Pre-bid meeting shall be intimated to the Bidders separately.
- 2.10.2. Prior to the Pre-bid meeting(s), the Bidders are required to submit a list of queries, if any, related to bidding process or the Project Scope. Bidders must formulate their queries and forward the same to NIXI as per the time schedule set out earlier in Section 1.4 of the RFP document (Bidding Schedule'). NIXI may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP. The Pre bid queries should be submitted in the format as given below:

S. No.	RFP Section No.	RFP Page No.	Description as in the RFP	Query	Suggestion / Remarks, if any

- 2.10.3. Bidders may note that NIXI will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Project Scope set out in Part II of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2.10.4. Attendance of the Bidders at the Pre-bid meeting is not mandatory but highly recommended.

2.10.5. All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier:

ATTN. OF:	Dr. Govind, CEO, NIXI
ADDRESS:	Incube Business Center, 5 th Floor, 18, Nehru Place, New Delhi 110 019

2.10.6. No interpretation, revision, or other communication from NIXI regarding this solicitation is valid unless it is in writing and is signed by the CEO of NIXI. NIXI may upload the response to queries from all Bidders, including a description of the enquiry, but without identifying its source, on its registry website (<http://registry.in>).

2.11. Language and Currency

- 2.11.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate and correct translations in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 2.11.2. 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. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. NIXI reserves the right to use any other suitable exchange rate, if the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

2.12. Bid Security

- 2.12.1. The Proposal would need to be accompanied by a Bid Security for an amount of ₹ 40,00,000 (Rupees Forty Lakhs Only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by NIXI, for any extension in Proposal Validity Period.

- 2.12.2. The Bid Security shall be in the form of a Bank Guarantee in favour of National Internet Exchange of India issued by any nationalized scheduled bank in India, payable at New Delhi as per details set out in Appendix E.
- 2.12.3. In case a particular Bidder is not selected as the Technical Service Provider, the Bid Security shall be returned to such Bidder within a period of four (4) weeks from the date of announcement of the selection of the Technical Service Provider.
- 2.12.4. The Bid Security shall be forfeited in the following cases:
- If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.18;
 - If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiry date of the Proposal Validity Period;
 - 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 or any extension thereof provided by NIXI;
 - If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

2.13. Disqualification

- 2.13.1. Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:
- 2.13.2. General Rejection Criteria
- Bids submitted without or improper Bid Security and tender fees and other relevant documents which are required to enclosed as per this RFP.
 - Bids received through non-prescribed modes such as Fax/E-Mail.
 - Bids not bounded appropriately e.g. in the form of loose papers.
 - Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
 - If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
 - Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions in any manner whatsoever.
 - Bids received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser.
 - Bids without Board Resolution / Letter of Authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

i. Unsigned Bids

2.13.3. Technical Rejection Criteria

- a. Technical proposal not meeting Pre Qualification Criteria
- b. Technical bid or Pre-Qualification proposal containing commercial details.
- c. Revelation of Prices in any form or in proposals other than Commercial or by any reason before opening the Commercial proposal.
- d. Failure to furnish all information required by the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect.
- e. Bidders not quoting for the complete Scope of Work, all application requirements as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- f. If the proposal does not confirm to the timelines indicated in the proposal.

2.13.4. Commercial Rejection Criteria

- a. Commercial proposal that do not conform to the Tender's commercial proposal format.
- b. Total lump sum price quoted by the Bidder does not include all statutory taxes and levies applicable.
- c. If there is an arithmetic discrepancy in the commercial proposal calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its proposal may be rejected.
- d. Commercial proposal containing any deviations to terms and conditions of the tender

2.13.5. NIXI reserves the right to reject or disqualify the Bidder, if any detrimental information pertaining to charges of criminal misdemeanor against the Bidder, its Directors, CEOs and other management personnel becomes known after the Bidder has been qualified.

2.13.6. In case of such disqualification under any circumstances, the decision taken by the Chief Executive Officer, National Internet Exchange of India shall be considered as final and binding.

2.14. Validity of the Proposal

2.14.1. The Proposal shall remain valid for the entire period until signing of the final Agreement with the Technical Service Provider and until the completion of the transition period thereafter, and for not less than fifteen (15) months from the Proposal Due Date (Proposal Validity Period'). NIXI reserves the right to reject Proposals that do not meet this requirement.

2.15. Extension of Validity of Proposal

- 2.15.1. 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.

2.16. Format and Signing of Proposal

- 2.16.1. The Bidder would provide all the information as per the RFP document.
- 2.16.2. The Bidder shall submit the Proposal in three separate covers, namely,
- a. **Eligibility Submissions**, consisting of the details mentioned in Clause 6.1 of the RFP document,
 - b. **Technical Proposal**, consisting of the details mentioned in Clause 6.2 of the RFP document, and
 - c. **Commercial Proposal**, consisting of the details mentioned in Clause 6.3 of the RFP document.
- 2.16.3. The Bidder shall submit one original and one copy of the entire Proposal. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.16.4. The Proposal shall be typed or written in indelible ink. The pages and volumes of each part of the Proposal shall be clearly numbered and the authorized representative of the bidder company shall sign the bid. The authorized representative signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.
- 2.16.5. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

2.17. Sealing and Marking of Proposal

- 2.17.1. The Bidder shall seal each of the three parts of the Proposal in separate covers. The three sealed covers shall be placed in a single outer cover, clearly marking each of the envelopes as ORIGINAL'.
- 2.17.2. The envelopes shall be addressed and submitted to:
- ATTN. OF: Dr. Govind, CEO, NIXI
- ADDRESS: Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

- 2.17.3. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.

2.18. Proposal Due Date

- 2.18.1. Proposal should be submitted before 1700 hours IST on the Proposal Due Date mentioned in the Bidding Schedule (refer Section 1.4 of RFP), to the address provided in clause 2.16.2 of RFP in the manner and form as detailed in the RFP document. Proposal submitted by either facsimile transmission, email or telex will not be acceptable.

2.19. Modifications/ Substitution/ Withdrawal of Proposal

- 2.19.1. The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by NIXI by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- 2.19.2. 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.

2.20. Opening of Proposal

- 2.20.1. NIXI would endeavour to open the Eligibility Submissions immediately after the Proposal Due Date and in any case within 15 days of the Proposal Due Date for the purpose of review and discussion.
- 2.20.2. NIXI would subsequently examine and review the Proposal in accordance with the criteria set out in the RFP document.

2.21. Confidentiality

- 2.21.1. Information relating to the examination, clarification, and evaluation for the Bidder shall not be disclosed to any individual not officially concerned with the process. NIXI representatives including its officials, directors, employees and advisors will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.

- 2.21.2. NIXI representatives including its officials, directors, employees and advisors will not divulge any other information related to financials, background etc. unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.22. Tests of responsiveness

- 2.22.1. Prior to the examination of the Proposal, NIXI will determine whether each Proposal is responsive to the requirements of the RFP document. The Proposal shall be considered responsive if the Proposal -
- a. is received/deemed to be received by the Proposal Due Date including any extension thereof pursuant to clause 2.14 of RFP;
 - b. is signed, sealed and marked as stipulated in clause 2.15, 2.16 and 2.17 of RFP;
 - c. is accompanied by the Bid Security as stipulated in clause 2.11 of RFP;
 - d. is accompanied by the Power of Attorney, submitted in the format for which is specified in Appendix B;
 - e. is accompanied by the undertaking for responsibility of completeness of the Proposal as per format specified in Appendix P;
 - f. contains all the information as requested in this document;
 - g. contains information in formats same as those specified in this document; and
 - h. mentions the validity period as set out in Clause 2.14 of RFP.
- 2.22.2. NIXI reserves the right to reject the Proposal if it is found to be non-responsive and request for alteration, modification, substitution or withdrawal shall be entertained by NIXI at its own discretion.

2.23. Clarifications

- 2.23.1. To facilitate examination of Proposal, NIXI may, at its sole discretion, seek clarifications in writing from any of the Bidder's regarding its Proposal.

2.24. Consultant(s) or Advisor(s)

- 2.24.1. To assist in the examination, evaluation, and comparison of Proposal, NIXI may utilise the services of consultant(s) or advisor(s).

2.25. Proposal Examination: Eligibility Submissions

- 2.25.1. The Eligibility Submissions of the Bidder would first be checked for responsiveness as set out in clause 2.21 above. All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section 3 of RFP.
- 2.25.2. Bidders who meet the qualification criteria shall be short-listed (Qualified Bidders') for further evaluation.
- 2.25.3. The envelopes containing the Technical Proposal and Commercial Proposal of the Bidders who do not meet the Qualification Criteria shall be returned to such Bidders.

2.26. Revised Commercial Proposal

- 2.26.1. NIXI reserves the right to provide for any reasons, whether at its own initiative or in response to the RFP document, additional information, revised specifications, and any commercial and/or legal terms and conditions in the RFP document after/ during evaluation of Technical Proposal, but before opening of Commercial Proposal.
- 2.26.2. Any revisions thus made shall be communicated in writing to the Bidders.
- 2.26.3. If NIXI is of the opinion that provision of such additional information or revisions in the document may have an impact on the Commercial Proposal already submitted by Bidders, then NIXI shall return unopened Commercial Proposal and provide an opportunity to the Bidders to revise their Commercial Proposal ('Revised Commercial Proposal') within a specified time. All references to Commercial Proposal in this document shall, if the context so require, shall also refer to Revised Commercial Proposal.

2.27. Proposal Evaluation

- 2.27.1. The Technical Proposal of the Bidders would be evaluated as per the Evaluation Criteria set out in Section 4 of the RFP document.
- 2.27.2. If the bidder scores more than 70% marks in the technical proposal evaluation, the bidder moves on the financial evaluation stage and the commercial proposal is opened as per bid schedule.
- 2.27.3. The commercial Proposal of the Bidders would be evaluated as per the Evaluation Criteria set out in Section 5 of the RFP document.
- 2.27.4. The Bidder with the lowest value quote in the financial proposal would be declared the winner, as set out in Section 5 of the RFP document.

- 2.27.5. This bidder would then be declared as the Preferred Bidder for the .in registry, subject to the clauses in Section 2.27 of RFP document.

2.28. Declaration of Technical Service Provider

- 2.28.1. NIXI may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 2.28.2. Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, NIXI shall declare the Preferred Bidder as the Technical Service Provider.

2.29. Notifications

- 2.29.1. NIXI will notify the Technical Service Provider by facsimile and by a Letter of Award ('LoA') that its Proposal has been accepted.

2.30. Acceptance of Letter of Award and Execution of Agreement

- 2.30.1. Within one (1) week from the date of issue of the LoA, the Technical Service Provider shall accept the LoA and return the same to NIXI. The Technical Service Provider shall prepare/discuss and execute the Agreement within three (3) weeks of the issue of LoA or within such further time as NIXI may agree to in its sole discretion.
- 2.30.2. NIXI will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security will be returned as promptly as possible.

2.31. Performance Security / Performance Bank Guarantee

- 2.31.1. The Bidder if selected as the Technical Service Provider shall furnish Performance Security by way of an irrevocable Bank Guarantee, of ₹ 5,00,00,000 (Rupees Five Crores Only) issued by a nationalized scheduled bank in India in favour of NIXI.
- 2.31.2. This Performance Bank Guarantee shall be a revolving on-demand bank guarantee, renewed as often as required for maintaining its validity throughout the operation of this Agreement in order to ensure satisfactory compliance with the provisions of the SLA ("the Performance Security").
- 2.31.3. The Performance Bank Guarantee is to be submitted in the format as provided at Appendix K.
- 2.31.4. Failure of the Technical Service Provider to comply with the requirements of Clause 2.28 or 2.29.1 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.

2.32. Alternate Dispute Resolution / Arbitration

- 2.32.1. If any difference or dispute arises between NIXI and the Bidders/Project Proponent hereto during the selection process or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this RFP, such dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, one of which will be appointed by each of the NIXI and Applicant/s and the third appointed by the two arbitrators. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
- 2.32.2. The place of arbitration shall be New Delhi, India.
- 2.32.3. The proceedings of arbitration shall be conducted in the English language.
- 2.32.4. The arbitrator's award shall be substantiated in writing and binding on the parties.
- 2.32.5. The arbitration proceedings shall be completed within a period of one hundred eighty (180) days from the date of reference of the dispute to arbitration.
- 2.32.6. Applicable law and jurisdiction: This RFP and accompanying Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of Courts located at Delhi, India only.

3. EVALUATION OF ELIGIBILITY SUBMISSIONS

3.1. Review Committee

- 3.1.1. 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.

3.2. Eligibility Parameters

- 3.2.1. The following minimum eligibility criteria are expected to be met by the Bidder. The Bidder's competence and capability is proposed to be established by the following parameters:

S.No	Parameter	Description	Required documents / Proofs
1.	Legal Status of the Bidder	<p>The following entities are eligible to apply -</p> <ul style="list-style-type: none"> A single Indian Entity, which shall be evaluated on its own record, and bids and is awarded solely to it. 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. 	Certificate of incorporation of the single Indian entity / Group entity (Parent / Indian entity)
2.	Prior experience	<p>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 -</p> <ul style="list-style-type: none"> 1 Million database records; 	Relevant experience certificates, in form of copies of work orders / completion certificates from clients / letter from client stating the required numbers

		<ul style="list-style-type: none"> • 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. <p>in the last 3 years as on 31.03.2012</p>	
3.	Financial Capability	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.	As per the audited annual reports for the latest two completed financial years
4.	Certificate of undertaking	<p>As on last date of submission of the Bid, the bidder:</p> <ul style="list-style-type: none"> • Shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid; or • Shall not be convicted of economic offence in India for any reason as on last date of submission of the Bid; or • Shall not be under investigation by law enforcement agencies for domain abusing activities / unfair practices 	Certificate signed by Authorised representative of the bidder firm stating the same, as per format in Annexure D-2.
5.	Bid security	The Bidder should submit the Bid Security of ₹ 40,00,000	Bid Security in form of Bank Guarantee
6.	Tender fees	The Bidder should submit the tender fees (non-refundable) of ₹ 10,000	Tender fees in form of Demand Draft
7.	Board Resolution /	Board Resolution / Authorization Letter, in the name of person signing the Bid, authorizing him /	Board Resolution / Authorization Letter

	Authorization Letter	her to submit/execute this agreement as a binding document	
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3.3. Contents of Eligibility Submissions

- 3.3.1. Submission of Bid Security – Along with the eligibility submissions, the eligibility proposal should also contain the relevant bid security, as highlighted in the Section 2.11 of the RFP.
- 3.3.2. Experience related:
- Experience Capability Statement in the format set out in Appendix G-1;
 - Certificate for proof of experience in the format set out in Appendix G-2;
 - Work order/ agreement issued/ executed with the client for the project related to experience.
- 3.3.3. Financial capability related:
- Financial Capability Statement in the format set out in Appendix H-1;
 - Certificate from Auditor for proof of experience in the format set out in Appendix H-2. In case of a Business Entity incorporated outside India, a certificate from a Certified Public Accountant would suffice the purpose;
 - Audited annual reports for the latest two completed financial years.

3.4. Qualified Bidder

- 3.4.1. On meeting all the parameters set out in the Eligibility Criteria, the Proposal of the Bidder shall be considered to qualify for further examination of its Technical Proposal and Commercial Proposal.

4. TECHNICAL PROPOSAL EVALUATION

4.1. Checklist for submissions as part of Technical Proposal

- 4.1.1. The Technical Proposal to be submitted by Bidders shall be used to ascertain the understanding of the Project Scope by the Bidder, strengths of the Bidder in terms of existing and proposed manpower, proposed approach and methodology etc.
- 4.1.2. The Bidders are advised to devise their Technical Proposal in consideration with the clauses listed as a part of Section 4.2.2 of the RFP document.
- 4.1.3. 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

- i. Description of the data centres currently operate/manage globally by the bidder.
- ii. Brief description of a project with the largest database size that the bidder currently manage/have managed in the past five years.
- iii. 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.
- iv. Describe largest three contracts in terms of transaction value executed in the last 5 financial years.
- v. Brief description of technologies implemented along with services provided in last 5 financial years.

II. Technical Solution

- i. Technical tools and capabilities:
 - a. Proposed technical services and solutions offered;
 - b. Proposed facilities and systems;
 - c. Proposed software solutions, system monitoring tools and features;
 - d. Proposed plans for special projects for implementing new technologies or solutions;
 - e. Proposed plans for implementation of IDNs in Indian languages and DNS;

- f. Proposed deployment and profile of technical staff;
 - g. Proposed training plan for nominated staff of NIXI
- ii. System security, scalability and reliability:
 - a. Proposed plan to ensure scalability and concurrency in the systems;
 - b. Proposed plan for disaster recovery, data backup and system recovery procedures;
 - c. Proposed plan for system security and physical security;
 - d. Proposed plan for commercial risk and technical risk mitigation;
 - e. Proposed templates for project plans
 - f. Proposed quality processes and service methodologies
- iii. Proposed plan for technical and customer support;
- iv. Proposed service level agreements;
- v. Proposed plan for ensuring compliance with specifications and standards released by ICANN and other related bodies;
- vi. Proposed transition/handback/exit management plans;
- vii. Proposed organisation and project management structure;
- viii. Proposed documentation and reports
 - a. System processes and methodologies
 - b. Operational process and methodologies
 - c. System metrics and performance reports
 - d. Technical Service Provider performance reports
- ix. Proposed marketing and promotion plans for achieving .IN domain growth
 - a. Proposed domain name targets for growth year on year;
 - b. Proposed strategies to be followed for direct and indirect marketing;
 - c. Proposed channels and methods
 - d. Proposed evaluation mechanisms for measuring effectiveness of the plans

4.2. Review and Evaluation Process

4.2.1. Test of responsiveness

- The first step in evaluation of Technical Proposal would involve a test of responsiveness based on submissions forming part of the Proposal. If the Proposal has the required submissions (information/documents) set out in this document, it would be considered responsive. NIXI reserves the right to reject the Proposal if it is not found to be responsive or alternately call for additional information, at its own discretion.

4.2.2. Evaluation and award of Scores

- The Proposal of the Bidders would be evaluated as per the parameters set out in the table below. Bidder scoring minimum 700 out of total 1000 marks will be qualified on the technical parameters and will be eligible for commercial bid evaluation.
- The parameters and the respective weightage for each of the parameter are set out in the table below.

Sr. No.	Evaluation Parameter	Maximum Marks
1	Past Experience of the bidder	400 Marks
	Description of the data centers currently operated / managed globally by the Bidder. <ul style="list-style-type: none"> • Scoring will be based on the number of data centers currently operate/managed: <ul style="list-style-type: none"> ▪ 1-3 ▪ 4-5 ▪ More than 5 	
	Brief description of a project with the largest database size that the Bidder currently manages / have managed in the last 5 years as on 31.03.2012. <ul style="list-style-type: none"> • Scoring will be based on the size of database: <ul style="list-style-type: none"> ▪ 5GB - 7GB ▪ 8GB - 10GB ▪ More than 10GB 	
	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	

Sr. No.	Evaluation Parameter	Maximum Marks
	<p>projects in the last 5 years as on 31.03.2012.</p> <ul style="list-style-type: none"> Scoring will be based on the number of such projects handled: <ul style="list-style-type: none"> 1-2 3-5 More than 5 	
	<p>Describe largest three contracts in terms of transaction value executed in the last 5 years as on 31.03.2012.</p> <ul style="list-style-type: none"> Scoring will be based on cumulative contract value for each project (Maximum 3 projects to be considered): <ul style="list-style-type: none"> 25-50 Crores >50-100 Crores More than 100 Crores 	
	Brief description of technologies implemented along with services provided in last 5 financial years.	
2	Technical Solution Capability	520 marks
2.1	Proposed technical services and software solutions	
2.1.1	<p>Describe the Shared Registry System (SRS) Design and Services.</p> <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> High level SRS system description Hardware equipment and software proposed Scalability of the system Description of interconnectivity with other registry systems Frequency of synchronization between servers and synchronization scheme Describe the SRS interface with registrars. Describe plans for compliance with Request for Change (RFC)s Compliance with relevant RFCs issued by ICANN 	
2.1.2	Describe the DNS services including generation and propagation of zone file	

Sr. No.	Evaluation Parameter	Maximum Marks
	<ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> Diversity of DNS resolution and infrastructure Configuration, locations and operation of name servers Scalable resolution system Secure and stable resolution system Compliance with relevant RFCs issued by ICANN 	
2.1.3	<p>Describe a high-level Whois system.</p> <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> WHOIS hardware and software IT and infrastructure resources (e.g., servers, switches, routers and other components) Provision for searchable Whois capabilities Risks of potential forms of abuse will be mitigate 	
2.1.4	<p>Describe the registry database and registry software capabilities.</p> <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> Database software Storage capacity (both in raw terms [e.g., MB, GB] and in number of registrations / registration transactions) Maximum transaction throughput (in total and by type of transaction) Scalability Availability Plans for compliance with RFCs Reporting capabilities 	
2.2	Proposed Facilities and Systems	
2.2.1	<p>Describe proposed technical overview of the .IN registry.</p> <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: 	

Sr. No.	Evaluation Parameter	Maximum Marks
	<ul style="list-style-type: none"> ▪ Physical facilities ▪ Technical plan must be adequately resourced with hardware and software ▪ NOC locations and monitoring tools ▪ Name servers and operations center geographic diversity ▪ Redundancy and fault tolerance in the system ▪ Connectivity and internet services ▪ Estimated scale of the registry's technical operation, for example, estimates for the number of registration transactions and DNS queries per month should be provided for the five years of operation 	
2.3	Proposed System security and Physical security	
2.3.1	<p>Describe the processes and solutions deployed to manage system and physical security.</p> <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ Logical security across infrastructure and systems, ▪ Monitoring and detecting threats and security vulnerabilities ▪ Physical Security approach 	
2.3.2	<p>Describe the failover testing plan, including mandatory annual testing of the plan.</p> <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ Types of testing (e.g., walkthroughs, takedown of sites) and the frequency of testing; ▪ How results are captured, what is done with the results, and with whom results are shared; ▪ How test plans are updated (e.g., what triggers an update, change management processes for making updates); ▪ Length of time to restore critical registry functions; ▪ Length of time to restore all operations, inclusive of critical 	

Sr. No.	Evaluation Parameter	Maximum Marks
	registry functions; and <ul style="list-style-type: none"> ▪ Length of time to migrate from one site to another 	
2.3.3	Describe the proposed (or actual) arrangements for monitoring critical registry systems. <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ SRS, database systems, DNS servers, Whois service, Network connectivity, routers and firewalls. ▪ Mechanisms that will be used for fault escalation and reporting, and proposed support arrangements for these registry systems ▪ 24x7 fault response 	
2.4	Proposed Disaster recovery, data backup and system recovery procedures	
2.4.1	Describe the details of frequency and procedures for Disaster recovery, data backup and system recovery procedures. <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ Backup of data ▪ Hardware and systems used for backup ▪ Data format, data backup features and backup testing procedures ▪ Procedures for retrieval of data/rebuild of database, storage controls and procedures 	
2.4.2	Describe how the applicant will comply with registry continuity obligations. <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ Compliance with registry continuity obligations ▪ Identification and definitions of vital business functions versus other registry functions and supporting operations 	

Sr. No.	Evaluation Parameter	Maximum Marks
	and technology <ul style="list-style-type: none"> ▪ Definitions of Recovery Point Objectives and Recovery Time Objective; and ▪ Descriptions of testing plans to promote compliance with relevant obligations 	
2.5	Proposed Transition/ Migration Plans	
2.5.1	Describe a Service Migration plan that will be followed. <ul style="list-style-type: none"> • Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> ▪ Preparatory steps needed for the transition of critical registry functions ▪ Monitoring during registry transition and efforts to minimize any interruption to critical registry functions during this time; and ▪ Contingency plans in the event that any part of the registry transition is unable to move forward according to the plan 	
2.6	Implementation of IPv6 and DNSSec	
2.6.1	IPv6 reachability: Describe plans for providing IPv6 compliance	
2.6.2	DNSSEC: Describe the policies and procedures for supporting the registry's DNSSEC implementation	
2.7	Special Projects	
2.7.1	Mobile internet solutions: Describe plans for deployment of Mobile Internet Solutions	
2.7.2	Internationalized Domain Names: Describe plans for implementation and support of IDNs in the context of Indian languages, time plans for such implementation and skill sets relevant to the project	
2.8	Proposed Technical and Customer Support	
2.8.1	Brief description of the Technical and Customer Support services	

Sr. No.	Evaluation Parameter	Maximum Marks
	<ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> 24x7x365 technical support Customer service support Account management and billing support Incident/ Ticket management Real time monitoring support with adequate escalation procedures 	
2.9	Proposed Service Level Agreements	
2.9.1	Brief description of the SLAs <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> SLAs for Registry Operations SLAs for Website management SLAs for Incident/ Ticket management SLAs for Training SLAs for Marketing 	
2.10	Proposed Documentation and Reporting	
2.10.1	Brief description of the reports to be provided and the reporting tools to be accessed. <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> Reports to be provided and their frequency Reporting tools/ interfaces 	
2.11	Proposed Training plans	
2.11.1	Brief description of the Training programs proposed. <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> Training schedule and time management Training plan and methodology 	

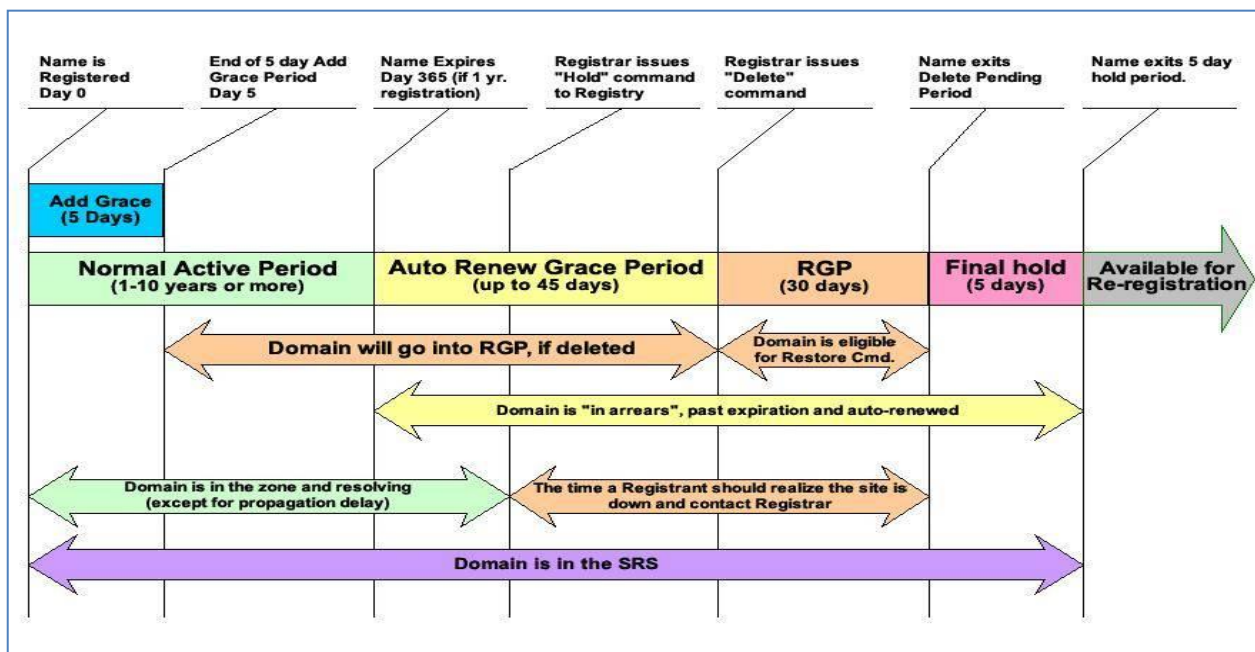
Sr. No.	Evaluation Parameter	Maximum Marks
	<ul style="list-style-type: none"> Courses covered 	
3	Marketing	80 marks
3.1.	<p>Brief description about the target growth rate and number of domain sales for the next 5 years which Bidder intend to achieve.</p> <ul style="list-style-type: none"> Scoring will be based on the solution proposed with reference to parameters as below: <ul style="list-style-type: none"> Domain name targets for growth year on year Description of the rationale behind the projections 	
3.2.	Brief description of the services to be offered related to marketing and promotion of .IN domain	
3.3.	Brief description of various marketing strategies with their rationale to undertake to increase domain sales, incentives for registrars and other channel partners, promotion plans targeted at end customer, and other innovative plans and strategies proposed	
3.4.	Brief description about the marketing team of the Bidder/s, any strategic alliances or partnerships or marketing, and their marketing experience related to similar projects	

5. COMMERCIAL PROPOSAL EVALUATION

5.1. .IN Registry – Scope of Commercial Proposal

- 5.1.1. The Commercial Proposal of the bidder shall consist of the following:
- a. Revenue Share Proposal as a percentage of the Quarterly Allocable Revenue;
 - b. Marketing Budget Proposal as a percentage of the Monthly Allocable Revenue; and
 - c. Statement of Financial Assumptions
- 5.1.2. Revenue Share Proposal by the bidder would be percentage of the Quarterly Allocable Revenue that will be shared by the Technical Service Provider with NIXI. The Revenue Share Proposal shall be submitted in the format as specified in Appendix J as a percentage of the Quarterly Allocable Revenue.
- 5.1.3. Marketing Budget Proposal by the Bidder would be percentage of the Monthly Allocable Revenue that will be committed by the Bidder towards the Marketing and Promotion Budget. The Marketing Budget Proposal shall be submitted in the format as specified in Appendix N. as a percentage of the Monthly Allocable Revenue. The description and purpose of the Marketing and Promotion Fund is provided in Appendix O.
- 5.1.4. The minimum Revenue share proposal percentage for NIXI to be quoted by the bidder should be 60%. The current Registry Service Fee is ₹ 350 per domain year for second – level domain names and ₹ 250 per domain year for third level domain names.
- 5.1.5. The share or compensation for provision of Services for the Bidder if selected as the Technical Service Provider shall be Allocable Revenue minus Revenue Share Proposal minus Marketing Budget Proposal.
- 5.1.6. Statement of Financial Assumptions by the Bidder would be submitted in the format as specified in Appendix M.

5.1.7. Redemption Grace Period (RGP) Restore Fees

Domain Life cycle (Source: www.registry.in/Policies)

RGP (Redemption Grace Period) is a service that allows the registrar to restore a .IN domain name that has been unintentionally deleted. RGP is a 30-day period that begins after a registrar requests that the registry delete a domain name. When a domain name enters RGP, it is removed from the .IN zone file. As a result, any Internet services served by the domain name will be disabled (e.g., e-mail or a Web site).

The RGP restore fees is a onetime charge to the registrar for Rs 1,000/-. It is used to restore the domain name which has been deleted and is still within the RGP/ RHP (Redemption Hold Period) period. The fee is divided between NIXI and current TSP, in the same ratio as the current agreed upon revenue sharing percentages.

Going forward also the RGP restore fee value shall be fixed by NIXI and shall be divided between NIXI and TSP on the agreed upon revenue sharing percentages.

5.1.8. **Invoicing to the Registrars:** Based on the type and number of 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 3rd day of a month.

5.1.9. **Payment to TSP:** By 6th day of a month, the chosen TSP shall submit an invoice along with a statement providing details of new registrations in that month and number of renewal transactions in 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 15th Day of the month inclusive of all taxes, including service tax.

- 5.1.10. 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.

5.2. Inclusions in Commercial Proposal

- 5.2.1. The Commercial Proposal is inclusive of direct and indirect costs related to the technical operations of the .IN domain registry, and includes, but is not limited to, the costs towards the following:

- a. Software tools and solutions
- b. Software tools and solutions enhancements/upgrades
- c. Software licenses
- d. Desktops and other equipment
- e. Premises for operations (Data center costs, network bandwidth etc)
- f. Staff and manpower
- g. Training costs
- h. Customer Service costs
- i. Other incidental costs related to the provision of Services
- j. All costs and expenses related to the plans proposed as a part of the Technical Proposal
- k. Support Services for IDNs
- l. Support Services for Registrants
- m. Domain Name System Security Extensions ('DNSSEC')
- n. Mobile Internet Solutions
- o. Website management
- p. Support Services for IPv6

- 5.2.2. For the purposes of the RFP document, the Revenue and related definitions are:

- a. Allocable Revenue shall mean the proceeds arising on account of the “.IN” domain registry and directly attributable to the operations of the Technical

Service Provider and recognised as revenue in the books of NIXI for the particular year in accordance with the accounting principles adopted by NIXI.

- b. Monthly Allocable Revenue for a particular month shall mean Allocable Revenue recognised in the books of NIXI on the completion of such month and recognised as revenue in accordance with the accounting principles adopted by NIXI.
- c. Quarterly Allocable Revenue would be defined as the summation of the Monthly Allocable Revenue for the three months that constitute the particular Quarter.
- d. 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.
- e. Month shall be defined as English calendar month.
- f. Quarter shall be defined as the period of three consecutive months starting January, April, July, and October and with each of these three months termed as a quarter.

5.3. Evaluation of the Commercial Proposal

5.3.1. 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:

Sn	Parameter Code	Description of Parameters	Weightage
C	Code	Price Proposal (comprising of both Revenue Share Proposal and Marketing Budget Proposal)	
1	C1	Revenue Share Proposal as a percentage of Quarterly Allocable Revenue <ul style="list-style-type: none"> Aggregated simple average of the percentage share for the five years would be considered for evaluation purposes. Bidder/s providing the maximum revenue share for NIXI amongst all Bidders shall be awarded 100 marks. All other Bidders shall be given score in proportion to the highest scorer in proportion to 	70%

Sn	Parameter Code	Description of Parameters	Weightage
		the quoted Revenue Share percentage	
2	C2	<p>Marketing Budget Proposal as a percentage of Monthly Allocable Revenue</p> <ul style="list-style-type: none"> Aggregated simple average of the percentage share of allocation to Marketing Fund for five years would be considered for evaluation purposes. The Bidder/s providing the maximum allocation to the Marketing Fund amongst all Bidders will be provided 100 marks All other Bidders shall be given score in proportion to the highest scorer in proportion to the quoted Marketing Budget percentage 	30%

5.3.2. Commercial Proposal Score = $C1 \times 0.7 + C2 \times 0.3$. The Bidder with highest Commercial Score shall be declared as the winner of the tendering process

5.3.3. If multiple bidders offer same percentage of revenue share to NIXI and same percentage towards allocation to marketing fund, then the bidder with highest Technical Score shall be declared as the winner of the tendering process

6. CHECKLIST – PROPOSAL SUBMISSION

6.1. Eligibility Submissions

6.1.1. General Submissions

- Letter of Proposal as per Appendix A
- Power of Attorney as per Appendix B, authorising the signatory of the Proposal to commit the Bidder
- Details of the Bidder as per Appendix C
- Anti-Collusion Certificate as per Appendix D-1
- Letter of Undertaking from the Bidder as per Appendix D-2
- Bid Security as per Appendix E
- Undertaking of being a Business Entity as per Appendix F
- Undertaking of responsibility of completeness of the Proposal as per Appendix P

6.1.2. Experience Submissions

- Statement of Experience as per Appendix G-1
- Certificate from the Bidder's Auditor as per Appendix G-2
- Work order/ agreement for projects related to experience as required in Section 3.

6.1.3. Financial Capability Submissions

- Statement of Financial Capability as per Appendix H-1
- Certificate from Bidder's Auditor as per Appendix H-2
- Annual reports as required in Section 3

6.2. Technical Proposal Submissions

6.2.1. Letter for enclosing the Technical Proposal as per Appendix I

6.2.2. Technical Tools and Capabilities:

- Proposed technical services and solutions offered;
- Proposed facilities and systems;
- Proposed software solutions, system monitoring tools and features;
- Proposed plans for special projects for implementing new technologies or solutions;
- Proposed plans for implementation of IDNs in Indian languages;
- Proposed deployment and profile of technical staff;

- Proposed training plan for nominated staff of NIXI.

6.2.3. System security, scalability and reliability

- Proposed plan to ensure scalability and concurrency in the systems;
- Proposed plan for disaster recovery, data backup and system recovery procedures;
- Proposed plan for system security and physical security;
- Proposed plan for commercial risk and technical risk mitigation;
- Proposed templates for project plans;
- Proposed quality process and service methodologies.

6.2.4. Proposed plan for technical and customer support

6.2.5. Proposed service level agreements as per Appendix L

6.2.6. Proposed plan for ensuring compliance with specifications and standards released by ICANN and other related bodies

6.2.7. Proposed transition/handback plans

6.2.8. Proposed organisation and project management structure;

6.2.9. Proposed documentation and reports

- System processes and methodologies
- Operational process and methodologies
- System metrics and performance reports
- Technical Service Provider performance reports

6.2.10. Proposed marketing plans for achieving .IN domain growth

- Proposed domain name targets for growth year on year;
- Proposed strategies to be followed for direct and indirect marketing;
- Proposed channels and methods;
- Proposed evaluation mechanisms for measuring effectiveness of the plans

6.3. Commercial Proposal for Services

6.3.1. Revenue Share Proposal (percentage of Quarterly Allocable Revenue) as per Appendix J;

6.3.2. Marketing Budget Proposal (percentage of Monthly Allocable Revenue) as per Appendix N;

6.3.3. Statement of Financial Assumptions as per Appendix M.

7. SCOPE OF SERVICES – BROAD OUTLINE

7.1. .IN Potential

- 7.1.1. The domain name market is currently experiencing robust growth across the globe. With increasing commercial and market driven strategy adopted by the country code Top Level Domains ('ccTLDs') worldwide, the share of ccTLDs in the market is rising rapidly. Coupled with the promise of potential for Internationalised Domain Names ('IDNs') and other unique advantages of a ccTLD, this trend is expected to continue.
- 7.1.2. Internet penetration in the country is one of the key factors that contribute to the growth of the domain names for a ccTLD. The average internet penetration rate for Asia is 6% and the average domain name penetration rate is 3%. The number of internet users in India is estimated at 120 million in November 2011 (source - <http://www.iamai.in>, Report as on November 2011). With a low domain penetration rate at 3%, the average number of domains registered could potentially be 3.63 million. As on date the .IN registry stands at 1.4 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. With India's exposure to technology, it is only expected that there would be an increasing internet penetration rate witnessed in the country. The growth of .IN domain hence depends on the aggressive promotion and marketing of the domain and capturing 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.

7.2. .IN Domain Registry Background

- 7.2.1. 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') and National Internet Exchange of India ('NIXI').
- 7.2.2. 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.
- 7.2.3. The .IN has now crossed the 1.4 million registration mark firmly establishing it as a leading ccTLD globally, with most of the end users located in India, the US and Germany. More than 150 countries are represented by the .IN domain name with 58 percent users registered in India and 42 percent outside the country.

- 7.2.4. Though the .IN domain is growing at an impressive rate, given the context of the overall robust market, the growth rate is quite flat as compared to other significant ccTLDs. The total domain size of the .IN domain is as stated in the table below –

	31-Dec-11	31-Dec-10	31-Dec-09	31-Dec-08	31-Dec-07	31-Dec-06	31-Dec-05
Total number of domains as on	1.24 Mn	0.85 Mn	0.54 Mn	0.48 Mn	0.35 Mn	0.22 Mn	0.16 Mn

- 7.2.5. In view of the above, NIXI has defined its goals and desires to focus on IDN implementations, improving system methodologies and processes, ensuring reliability and stability of the technical infrastructure and also take up aggressive marketing and promotion of the .IN domain.

7.3. Agreement with Technical Service Provider

- 7.3.1. The current agreement with the existing TSP expires on the 31st of December 2012.
- 7.3.2. The tenure of the Agreement with the Technical Service Provider to be selected shall be for a period of 5 years starting 1st of January 2013 until 31st of December 2017.
- 7.3.3. The Project Scope for the Agreement has been arrived at and the Technical Service Provider shall enter into a contract with NIXI for provision of Services listed as a part of the Project Scope.
- 7.3.4. NIXI is the ultimate owner of the Registry, of the data contained within, and of its potential revenues. The TSP shall act as a Licensee of NIXI. No ownership or .IN Registry rights will be transferred.
- 7.3.5. TSP shall maintain the Confidentiality and privacy of information generated and stored or transmitted during the pendency of the contract period and thereafter.

7.4. Project Scope

- 7.4.1. The brief description of the Project Scope is set out in Section 7.4.2, 7.4.3 and 7.4.4 of the RFP document. Further details are provided in Chapter 8 of this RFP.
- 7.4.2. The Technical Service Provider shall provide all the functionalities, features, services, and service levels listed as a part of the Project Scope. Any additional Service or functionality

proposed to be provided by the Bidder shall be indicated appropriately in its Technical Proposal.

- 7.4.3. On the similar lines, the Technical Service Provider shall endeavour to take over and implement the technical operations with required change in the current hardware and infrastructure. However, if the Bidder considers a change in certain component essential, then the same shall be indicated appropriately in its Technical Proposal.
- 7.4.4. As a part of its Technical Proposal, the Bidders shall also provide a detailed transition plan in order to take over the operations from the current TSP in the event that the Bidder is selected as the Technical Service Provider. The Bidder shall also highlight the envisaged changes to the system components, tools and infrastructure; measures to mitigate the associated risks and the associated transition methodology with timeframes for the same, along with a timeline based plan for the transition. The bidder also needs to specify a parallel run period, before 31 Dec 2012, where in both the new and the existing TSPs function together.
- 7.4.5. TSP should follow all security guidelines, advisories and vulnerability notes issued by CERT-IN from time-to-time.
- 7.4.6. TSP should provide exchange information as and when requested lawfully by agencies mandated under the law, including CERT-IN in India.

8. SCOPE OF TECHNICAL SERVICES AND SOLUTIONS

8.1. Introduction

- 8.1.1. The .IN domain registry shall be supported by the Technical Service Provider ('TSP') with a complete suite of registry services. The following components shall form a part of the Project Scope referred to in the earlier section of this RFP. As part of its proposal, the TSP shall provide a description of its approach to delivering all of the services included in the scope.
- 8.1.2. The TSP shall adhere to all the guidelines that are issued by NIXI, (existing or in future), including but not limited to matters such as security registrar accreditation, KYC, information sharing with NIXI access to systems etc.

8.2. SHARED REGISTRY SYSTEM

- 8.2.1. The TSP shall provide services related to the provision and maintenance of the Shared Registry System ('SRS') and registrar access to the system, including but not limited to:
- a. Required infrastructure for a stable registration system and support equivalent access to the shared registration system for all registrars;
 - b. Scalable and reliable registry system including the hardware and equipment and software solutions;
 - c. Thick registry support using the Extensible Provisioning Protocol ('EPP') standard;
 - d. Secure infrastructure with adequate backup/failure/disaster recovery capabilities, redundant security systems and load balancing capabilities to prevent security breaches, system attacks, and system overload problems;
 - e. Systems architecture, services provided, and maintenance methodologies to comply with the minimum standards required to support a domain of the scale and size as the .IN registry;
 - f. Registry software customized to support .IN registry's unique policy, business, and linguistic needs;
 - g. Provision of registrar toolkit wherein the TSP shall provide NIXI and NIXI shall provide all registrars with a registrar toolkit with sufficient technical specifications and documentation to assist registrars in the development of registry access software; and
 - h. Prepare and administer operational testing and evaluation ('OT&E') to registrars as they prepare and validate their systems with the involvement of NIXI staff.

8.3. DNS SERVICES

- 8.3.1. The TSP shall provide Domain Name System ('DNS') services including generation and propagation of the zone file. The services to be provided by the TSP shall include but are not limited to:
- a. Resolution of the .IN domain by ensuring availability of the .IN authoritative nameservers and the accuracy of .IN zone data resolution;
 - a. Diversity of DNS resolution and infrastructure to be operated by the TSP shall support software diversity in resolution software and diversity in all hardware used;
 - b. Geographically distributed DNS servers to meet the SLA standards with a minimum of 2 resolution servers in India with diverse reachability to ensure continuity / redundancy;
 - 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; and
 - 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').

8.4. WHOIS SERVICES

- 8.4.1. The TSP shall provide WHOIS services including but not limited to:
- a. Port 43 and web-based WHOIS;
 - b. WHOIS hardware and software;
 - c. WHOIS search capabilities;
 - d. Configurable WHOIS output;
 - e. Support for multilingual contact information in Indian languages;
 - f. Adequate security mechanism should be in place to prevent abuse from data miners; and
 - g. Adequate measure to be taken to conform to The Persons with Disabilities Act, 1995.

8.5. SOFTWARE SOLUTIONS

- 8.5.1. The TSP shall provide the required software tools, solutions, and services including but not limited to:
- a. EPP registry protocol in RFC-compliant fashion and the TSP shall keep pace with any further updates to the EPP standards;
 - b. Registrar Toolkit ('RTK') that allows registrars to build their own interfaces into the registry system;
 - c. Continuous near-real-time DNS updates to a network of DNS servers;
 - d. 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;
 - e. 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');
 - f. 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; and
 - g. Support new and emerging technologies, develop key product features and capabilities, and incorporate new rules, standards and business practices as and when required.

8.6. FACILITIES AND SYSTEMS

- 8.6.1. 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.
- 8.6.2. 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 and equipment;
 - c. Network Operations Centre ('NOC') with monitoring tools to generate alerts for any problems with the registry system and its network;

- d. Data center capacity and locations;
- e. Redundancy and fault tolerance in the systems; and
- f. Connectivity and internet services.

8.7. SYSTEM SECURITY, PHYSICAL SECURITY AND RELIABILITY

8.7.1. The TSP shall be responsible for providing and executing the operational stability, reliability, and security processes and methodologies including but not limited to:

- a. 24x7x365 monitoring of the registry system and network by a Network Operations Centre ('NOC');
- b. Compliance with applicable standards published by such bodies as the IETF or ICANN, IIB and SSAC which are designed to ensure Internet interoperability and improve the user experience;
- c. Protection against malicious software, DDoS attacks, system hacks, break-ins, data tampering, and other disruptions to operations;
- d. Implement Information Security Management System.
- e. Network Security;
- f. Information Security Policy;
- g. Physical Security;
- h. Staff in place with technical skills, expertise and experience to operate the registry in order to maintain and enhance the current levels of performance; and
- i. Detailed review processes for the integration of new requirements as well as subsequent compliance monitoring and periodic review.

8.8. DISASTER RECOVERY, DATA BACKUP AND SYSTEM RECOVERY PROCEDURES

8.8.1. The TSP shall provide services towards Disaster recovery, Data backup and System recovery procedures including but not limited to:

- a. Complete disaster recovery procedures;
- b. Backups and registry replication;
- c. Redundant systems;
- d. Availability of backup Software/Operating System/Hardware;
- e. Commercial and technical risk mitigation;
- f. Procedures for Restoring System to operation in Event of Outage; and

- g. Procedures for planned and preventative maintenances.

8.9. MIGRATION AND TRANSITION PLAN

The TSP shall provide a complete migration/transition plan including but not limited to:

8.9.1. Pre-transition Phase:

- a. Detailed migration plan definition with complete scope of the activities that would be required for transition of the existing IT assets. This would include study of existing systems to identify tangible and intangible IT assets (including data) that would be within the scope of transition. All elements necessary for operations of NIXI systems should be included within scope;
- b. Finalize the schedule and quality requirements for data migration from current vendors (counter operators and existing IT vendors);
- c. 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;
- d. Prepare and implement suitable back-up recovery plans to ensure that none of the tangible or intangible IT assets are lost;
- e. DNS migration and continuity plan (detailed plan for system readiness, software deployments, and parallel run of the systems until go-live date);
- f. Migration of the registrars to the new system;
- g. Continuity of daily registry operations; and
- h. Fallback and contingency plans.

8.9.2. Transition / Migration Phase:

- a. Migrate 100% data from the current application to the application / module deployed by TSP;
- b. 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;
- c. Migrate the configuration from one device to its newer / upgraded model during migration;
- d. 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;

- e. 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;
- f. 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;
- g. Migrate the configuration of any component to its newer/upgraded model during upgradation;
- h. 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;
- i. Migrate virtual devices when the device or its associated software is migrated from a version / model to another while adhering to the uptime SLA; and
- j. Migrate the configuration from one device to its newer/upgraded model during up gradation

8.9.3. Post-transition Phase:

- a. 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; and
- b. 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

8.10. IMPLEMENTATION OF IDNS

8.10.1. Background: IDNs

In June 2011, India also received the approval to register domain names in seven Indian languages from the Internet Corporation for Assigned Names and Numbers (ICANN), which governs domain names internationally, with dot-Bharat as domain name. These languages

are Hindi, Bengali, Punjabi, Urdu, Tamil, Telugu and Gujarati. NIXI shall also have the onus of launching and managing .BHARAT registry operations.

NIXI shall launch the dot-Bharat domain name, with the aim of bridging the digital divide in the country. The move will enable organizations and individuals to register their website addresses in Hindi—and later more local languages—making them more accessible to a large proportion of Indians who aren't familiar with English. NIXI is expected to make it open for public for domain registration in 2013/2014. The language support shall be extended to twenty two Indian languages in the future, as against the initial set of seven languages.

8.10.2. The TSP shall also provide services and solutions for implementation of IDNs in Indian languages including but not limited to:

- a. Implementation of IDNs in multiple languages;
- b. Support of IDNs with variant characters and normalisation routines specific to Indian languages;
- c. Compliance with the Internationalising Domain Names in Applications ('IDNA') standards, including involvement in the IDN community, development, and standards groups;
- d. Formulate and publish IDN tables and policies in coordination with language authorities;
- e. Provide a variant generator and a punycode converter for use of registrants and registrars;
- f. Support of IDN TLDs in all twenty two scheduled Indian languages and Indian scripts;
- g. Support for EAs 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.

8.11. IMPLEMENTATION OF DNSSEC and IPv6 connectivity

8.11.1. TSP shall implement the following services from the initiation of .IN Registry Operations -

- a. DNSSEC;
- b. IPv6 connectivity (i.e., addressability and routes) between registrars and the registry;
- c. Providing DNS and WHOIS services on IPv6 networks;

8.12. IMPLEMENTATION OF SPECIAL PROJECTS

8.12.1. TSP shall implement the following solutions with in 6 Months of initiation of .IN Registry Operations -

- a. Mobile internet solutions

8.13. DEPLOYMENT OF TECHNICAL STAFF

8.13.1. The TSP shall deploy staff towards providing the technical services for .IN registry including but not limited to the following:

- a. Dedicated support staff in India on duty to serve registrars and NIXI;
- b. Criminal background check of staff will be performed before their placements and reports provided to NIXI.
- c. 24x7x365 technical support and customer service;
- d. Trained functional groups in operations, software development, quality assurance, business intelligence, Network Operations Centre ('NOC') and Database Administration;
- e. Account manager dedicated to NIXI's business needs and the ongoing provision of .IN technical services;
- f. Detailed resource plan and governance structure including the number and profile of staff deployed in each area; and
- g. Organisation and project management structure.

8.14. TECHNICAL AND CUSTOMER SUPPORT

8.14.1. The TSP shall be responsible for all support services including but not limited to:

- a. 24x7x365 technical support for issues faced by registrars and NIXI;
- b. 24x7x365 customer service for general registrar queries;
- c. 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;
- d. 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.
- e. Account management and billing support services for NIXI and the registrars; and
- f. Complete real-time monitoring facilities with adequate escalation procedures.

8.15. DOCUMENTATION AND REPORTING

- 8.15.1. The TSP shall provide reporting and documentation including but not limited to
- a. Automated reports for registrars and the registry operator as per the requirements of NIXI;
 - b. Generate reports on ad-hoc requests by NIXI for specific data points;
 - c. 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;
 - d. Monthly / Weekly 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; and
 - e. List of mandatory reports to be provided by the TSP is listed in Annexure 2.
 - f. Weekly domain abuse report to NIXI.

8.16. TRAINING

- 8.16.1. The TSP shall train nominated NIXI staff relevant to tasks that NIXI performs as the registry operator. The key areas for training for NIXI staff include, but not limited to:
- a. Domain administrative tasks related to domain disputes (locking domains, researching domain ownership histories, etc.), use of the software tools, etc.
 - b. Certain policy issues such as registrar accreditation procedures;
 - c. Procurement and work with other necessary vendors, such as bandwidth provider and data centre provider;
 - d. Regular coordination with and education of NIXI technical staff where projects require various parties to work together;
 - e. 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;
 - f. 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; and

- g. List of minimum trainings to be provided for NIXI nominated staff is listed in Annexure 3.

8.17. WEBSITE MANAGEMENT

8.17.1. The TSP shall be responsible for hosting, content, maintenance and upkeep of the .IN registry web site. The responsibilities of the TSP include but are not limited to:

- a. Designing, hosting, maintaining and updating the .IN registry website (at www.registry.in or at any other URL where the .IN registry website is maintained at in the future) on behalf of NIXI;
- b. Website should be hosted in India and the TSP will take all steps to incorporate any design and content changes as per the requirements of NIXI;
- c. Content of the website is generated and presented in line with international standards of comparable registries across the globe;
- d. Accept and provide changes in the website as per periodic requests that may be initiated by NIXI; and
- e. 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.

8.18. MARKETING AND PROMOTION

8.18.1. The TSP shall assist NIXI in the marketing and promotion of the .IN domain. The services to be provided by the TSP shall include but are not limited to:

- a. Assignment of dedicated Marketing Manager for the .IN registry;
- b. Broad strategies to be followed for marketing and promotion of .IN domains;
- c. Distribution and channel management (registrars);
- d. Training and educating registrars, circulating technical bulletins and advisories, marketing bulletins and announcements, consulting registrars on potential opportunities and concepts such as product bundling;
- e. Work towards increase in number of registrars both national and international with atleast 5% growth per year

- f. Conduct registrar workshops (twice a year, minimum) for interaction, training, recognition and motivation;
- g. Take feedback from registrars on promotions and schemes and incorporate the feedback;
- h. 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;
- i. Developing and applying positioning concepts that establish .IN domain's unique position in the marketplace;
- j. Conduct events targeted towards .IN brand building;
- k. Designing channel promotion programs and sales incentive plans;
- l. Developing and deploying public relations programs;
- m. Devising advertising strategy;
- n. Developing support materials such as banner ads, newsletters, fact sheets, point of sale materials; and
- o. Selecting and managing creative resources such as advertising and public relations agencies.

8.19. CONSULTING AND ADVISORY SERVICES

8.19.1. The TSP shall provide consulting, advising, and training services including but not limited to:

- a. Adhering to international technical standards;
- b. Industry policy and related best practices;
- c. Nameserver positioning strategy;
- d. ICANN regulations and policy framework;
- e. IDN technology;
- f. Hardware requirements and its backup technologies;
- g. Bandwidth and bandwidth service provider requirements;
- h. Troubleshooting problems with NIXI's vendors, such as its data centre and bandwidth providers;
- i. Model agreements between registrars and registrants;
- j. 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;

- k. Undertake an Access Agreement with the Registrars;
- l. Training of NIXI staff; and
- m. Training of registrars by conducting workshops in order to educate them about new developments with the .IN registry and provide technical assistance and guidance.

8.20. THIRD PARTY AUDIT OF SERVICES

8.20.1. The TSP shall allow for third party audit of its operations including but not limited to systems, processes, data and pricing method adopted towards offering .IN domains to registrars:

- a. NIXI reserves the right to have the TSP's pricing methods adopted towards offering .IN domains to registrars, data, operations and systems inspected and audited not more than twice during any Fiscal Year to ensure compliance with requirements.
- b. Audit will be performed by an independent third party auditor nominated by NIXI at TSP's expense.
- c. 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.
- d. 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.
- e. Third Party Audit shall be conducted before initiation of services by TSP at TSP's expenses
- f. Afterwards, Third Party Audit shall be conducted once in a year or as and when required significant change/increase in configuration in system as decided by NIXI and TSP
- g. TSP to provide details of hardware and software (including versions upgradation) implemented to NIXI as and when it is carried out.

9. CURRENT FACILITIES AND SYSTEMS

The following section 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.

9.1. Physical Facilities

- 9.1.1. The domain registry currently uses a Delhi based data centre to host the .IN registry. The secondary site is located at Chennai, India. The data centre capacity and locations shall be expanded as required by the growth patterns.

9.2. Hardware Architecture Overview

- 9.2.1. The current system uses a distributed architecture that endeavours to achieve the goals of 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.

9.3. Current Hardware Setup for the .IN Registry at each site

9.3.1. Application/Database Servers

- 7 x IBM 3550 Intel servers
- 3 x IBM 3650 Intel servers
- 6 x IBM P52A Database Servers (16 GB RAM)
- 3 x IBM P55A Database Servers (16 GB RAM)

9.3.2. Storage

- 2 x IBM SAN16B-2
- 2 x IBM DS4400 2 Gbps network storage array

9.3.3. Load Balancer

- 2 x Load Balancing Switches (F5 Big IP LTM 3400)

9.3.4. Rate Limited

- 2 x Packeteer PacketShaper 7500 Switches

9.3.5. Firewall

- 2 x Cisco ASA 5520 (2 GB memory module)

9.3.6. Switches

- 2 x CISCO 4506

9.3.7. Console Server

- 1 x Cyclades Aterpath ACS48

9.4. Hardware for Potential Upgraded Primary/Secondary sites

9.4.1. 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.).

9.4.2. In the event of a catastrophe at the primary site, the secondary site would allow the .IN registry to function with minimal disruption. In the event of total failure of the primary data centre, the registrars would be notified of the decision to move operations to the stand-by centre. Except for the change in physical location, nothing will change in the manner of operation.

- 9.4.3. The secondary facility is continuously be synchronized with the primary facility.

9.5. Connectivity

- 9.5.1. 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.
- 9.5.2. High capacity routers and switches are used to route traffic to registry services.
- 9.5.3. Load balancing is used for balancing all aspects of the registry including the registry gateway, WHOIS services and DNS API gateways.
- 9.5.4. 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 100 mbps capacity.

9.6. Internet Services

- 9.6.1. 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.

10. SOFTWARE SOLUTIONS, SYSTEM MONITORING TOOLS AND FEATURES

10.1. Software Features

10.1.1. The following software features and procedures are deployed in the current operations of the .IN registry:

- 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; and
- 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.

10.2. Registry-Registrar Model and Protocol

10.2.1. Extensible Provisioning Protocol ('EPP') Overview

- The software protocol used in the .IN Shared Registration System ('SRS') is the Extensible Provisioning Protocol ('EPP'). EPP is a connection-oriented, application layer client-server protocol for the provisioning and management of objects stored in a shared central repository. The .IN registry should comply with STD 69 standards.

10.2.2. Registry-Registrar Model

- The .IN registry maintains a thick registry system that centralizes the authoritative registrant and other contact details at the registry.

10.2.3. Registrar Accreditation

- 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.
- 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.

10.3. Database Capabilities

10.3.1. Current RDBMS used is PostgreSQL v9.1.

10.4. Domain Name System (DNS) Services

10.4.1. 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.

10.4.2. 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.

10.4.3. 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.

10.4.4. 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.

10.4.5. 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.

10.4.6. 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.

10.4.7. 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.

10.4.8. Location

- TSP shall inform the location of DNS system to NIXI in writing within 3 months of appointment as TSP.

10.5. Zone Distribution and Publication

10.5.1. 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 will continue to resolve, even in the event of a catastrophic event that eliminates an entire DNS vendor and all of its systems.

10.5.2. 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.

10.5.3. 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.

10.5.4. DNS Stability

- Redundancy and diversity are designed at every level making the nameserver constellation resilient to different types of attack. At the individual nameserver 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.

10.6. WHOIS Service

10.6.1. 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.

10.6.2. WHOIS Software and Hardware

1. WHOIS (Port 43)

- A registry-level centralized WHOIS database is maintained that contains information for every registered domain. The WHOIS service is available on the common WHOIS port (port 43). The WHOIS service contains data submitted by registrars during the registration process. Changes made to the data by a registrant are submitted by the registrar and are reflected in the WHOIS in near real-time, thus providing all interested parties with up-to-

date information for every domain. Information about domain, host, contact, and registrar objects are searchable using this WHOIS service.

- Additionally, provisions for detection of abusive usage (e.g., excessive numbers of queries from one source) are made. The WHOIS system is intended as a publicly available single object lookup.
- The registry has developed restricted WHOIS functions based on .IN policy, regulatory, and telecommunications requirements for operations.

2. Web-based WHOIS

- Registrars can provide an input form on their public web sites, through which a visitor is able to perform WHOIS queries.
 - WHOIS System Capacity: The .IN registry WHOIS answers 0.64 million .IN WHOIS queries per month (As per .in performance Report of Feb'12).
 - WHOIS Rate Limiting: Abuse of WHOIS services at the registry level is subject to an automated rate-limiting system that ensures that uniformity of service to users is unaffected by a few parties whose activities might threaten to overload the WHOIS system. Data mining of any sort without prior written permission on the WHOIS system is strictly prohibited and the registry operator reserves the right to take all appropriate actions should data-mining activities be noticed on the WHOIS system.

3. Search Capabilities

- The WHOIS features a variety of search parameters and object type controls.

4. Configurability and coordination with other WHOIS systems

- The registry system conforms to ICANN's WHOIS standards and can be customized to India's language requirements. The WHOIS output can be adjusted as needed; additional fields can be created and displayed and the WHOIS has built-in capabilities that allow adjustment for data privacy needs. The system can be customized to add CAPTCHA capability to the web-based WHOIS to help prevent abuse from data miners. This can include an automatic text-to-speech CAPTCHA facility to conform to The Persons with Disabilities Act, 1995.

5. Registry Software Configurability

- The registry software can be configured to meet the wide variety of business and policy needs that domains like .IN call for. These configurable variables may be changed to

- A few of the parameters that can be configured within the registry system are:
 - Multiple zones (.IN, CO.IN, NET.IN, GOV.IN, etc.): The registry can add new zones as needed and can configure registrar accounts with selective access to each zone. This is essential so that only authorized accounts receive access to restricted zones.
 - Grace Period lengths;
 - Domain length: minimum and maximum, for both the ASCII and native-length forms of domain names. This is essential for offering Internationalised Domain Names (IDNs);
 - Minimum and maximum length of domain name registration;
 - Different classes of names including reserved and restricted names;
 - Nameserver requirements (such as number of nameservers required for the domain name to enter the zone);
 - Pricing. The system allows the execution of sales incentive programs. A few of the system's capabilities are:
 - Different registrars can receive different prices, depending upon pre-established criteria.
 - Different prices can be offered to the registrars for registrations made in specified geographies. (For example, names registered by registrants within India.)
 - Programs can be timed to automatically begin and end on specified dates.

6. 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; and

- Alert management

7. Web Admin Tool and NIXI Admin Accounts

- The registry provides .IN registrars with a full-featured web administration tool. It allows users to perform the full array of needful transactions, including:
 - Look up domains, contacts, and nameserver records;
 - Create, renew, delete, and modify domain, contact, and nameserver records owned by the user; redeem domains;
 - Perform transfer-related tasks;
 - Displays user's up-to-the-minute account balance in rupees;
 - Displays number of domains in the user's account, by zone; and
 - Retrieve a range of automated reports.
- 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.
- NIXI has been given Web Admin Tool accounts that gives it:
 - The ability to look up and alter any record in the registry, giving control over all .IN domains.
 - An account to manage reserved names used by the registry.
 - Ability to adjust the registrars' registry financial accounts as funds are received at the bank.

8. REGISTRY.IN web site

- The .IN registry web site is located at www.registry.in. The current TSP is responsible for hosting, content, maintenance and upkeep of the .IN registry web site. It is hosted in India and the TSP incorporates any design and content changes as per the requirements of NIXI.
- The TSP ensures the content of the website is generated and presented in line with international standards of comparable registries across the globe.
- The TSP also accepts and provides changes in the website as per periodic requests that may be initiated by NIXI.
- The TSP has made a content management system available to that NIXI can perform site updates.

- 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.

11.SERVICE LEVEL AGREEMENTS AND ASSOCIATED PENALTY**11.1. Service Levels parameters**

11.1.1. The TSP shall pledge SLAs that shall be based upon their proposed technical setups. The minimum SLAs to be met by the TSP are as follows –

S.No.	Performance Specification Description	Shared Registration System (SRS)	Nameserver	Whois
1.	Service Availability	99.72 % per month	100% per month across the nameserver constellation	99.4% per month
2.	Transaction Processing Time	400-1600 ms (refer rcPing Table below)	NA	1200 ms
3.	Planned outage duration (Computed on 24*7 basis)	8 hrs per month	8 hrs per month	8 hrs per month
4.	Planned outage timeframe	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday
5.	Planned outage notification	5 days	5 days	5 days
6.	Extended Planned outage duration	8 hours per year	8 hours per year	8 hours per year
7.	Extended Planned outage timeframe	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday	0001-2359 IST Saturday or Sunday
8.	Cross – network Nameserver performance (CNNP)	NA	<300 ms RTT and 10% packet loss	NA

Component	Function	Interface	rcPing Command	Response Time
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				(ms)
eppServer	AddDomain	eppServer	RcPingepp(add)	800
eppServer	renewDomain	eppServer	RcPingepp(renew)	800
eppServer	deleteDomain	eppServer	RcPingepp(delete)	800
eppServer	transferDomain	eppServer	RcPingepp(transfer)	1600
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)	1200
DNS	Transfer	eppServer	RcPingepp(dnsTransfer)	800
Nameserver	Round-trip time	n/a	n/a	300
Nameserver	Packet Loss	n/a	n/a	<10%

11.1.2. 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/ Registrars.

11.2. Definitions

- **"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.
- **"Business Day"** is any day from Monday to Friday except for holidays legally mandated at the support locations of TSP.
- **"C1"** means Category 1, a mission critical service.
- **"C2"** means Category 2, a mission important service.
- **"C3"** means Category 3, a mission beneficial service.
- **"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.

- **"Current Pricing Level"** refers to prices charged for technical services to registrars at the then applicable services pricing schedule.
- **"Customer Service"** means services provided by designated personnel of TSP to accept, respond and solve questions or issues of registrars and NIXI. Consumer questions or issues are referred to the appropriate Sponsoring Registrar.
- **"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.
- **"Monthly Timeframe"** shall mean each single calendar month beginning and ending at 0000 IST.
- **"Not Responding"** means that the Registry Component Ping (rcPing), as described herein, responds with a negative or degraded service response.
- **"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.
- **"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 will only be scheduled on Saturdays or Sundays IST. (the "Planned Outage Period"). The Planned Outage period may be changed from time to time by TSP, in its sole discretion, upon prior notice to each registrar.
 - Planned Outages will 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 will not count against system uptime.
- **"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.

- **"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.
- **"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):
 - i. 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:
 - 1. successfully completing a TCP session start,
 - 2. successfully completing the SSL authentication handshake, and
 - 3. Successfully completing the EPP login command.
 - ii. With respect to all registry services, system monitoring tools register three (3) consecutive monitoring failures on any of the components listed in this section.
 - iii. Neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Unavailability.
- **"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.
- **"Transaction"** shall mean all defined interactions with objects in the database via the SRS using the defined registry services.
- **"Unplanned Outage Time"** shall mean all of the following:
 - i. 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 will be considered Service Unavailability only for those individual registrars impacted by the Service Unavailability;
 - ii. 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;
 - iii. With respect to all services, the amount of time that Planned Outage time exceeds the limits established in the definition of Planned Outage above; or
 - iv. 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.

- **"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.

11.3. Service Level for Registry Services

11.3.1. Basic DNS Operations

1. DNS Service Availability

- Service availability as it applies to the DNS Service refers to the ability of the nameservers, as a group, to resolve a DNS query from an Internet user. The committed Service Availability is 100% measured in Monthly Timeframes. This is a C1 category item.

2. DNS Performance Level

- At any time at which it is available, each nameserver (including a cluster of nameservers addressed at a shared IP address) MUST be able to handle a load of queries for DNS data that is three times the measured daily peak (averaged over the Monthly Timeframe) of such requests on the most loaded nameserver.

3. Nameserver Availability and Performance Measurements

- Availability of each “.IN” nameserver shall be measured by the rcPing facility. A nameserver that does not respond to three consecutive ping requests (pings at five minute intervals with three second timeouts) will be considered as Not Responding.
- Nameserver round-trip time and packet loss from the Internet are important elements of the quality of service provided by TSP. These characteristics, however, are affected by internet performance and therefore cannot be closely controlled by TSP. Accordingly, these requirements are not matters subject to Service Level Exceptions and credits under this Service Level Agreement, but they are TSP's obligations under this Agreement.

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

S.No.	Performance Specification	SRS	Nameserver	Whois
1	Service Availability	C2	C1	C

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2	Transaction processing Time	Refer section B below	NA	C
3	Planned outage duration	C	C	C
4	Planned outage timeframe	C		
5	Planned outage notification	C	C	C
6	Extended Planned outage duration / timeframe	C	C	C
7	CNNP	NA	C	NA

11.3.2. Operation of a Shared Registry System

The following table lists, by category (C1, C2, or C3), the registry services for which availability and performance requirements are established. Registry Services shall meet availability requirements according to their category, as listed in the "Cat." column below. In addition, various services must meet the performance requirements listed in the "Perf." column below.

Component/Service	Cat.	Perf.
DNS		
DNS Service Availability	C1	*
AXFR/IXFR Updates	C3	P5
Billing		
Account balance check/modify	C2	*
Balance threshold adjustment	C3	*
Admin		
Update Registrar profile	C3	*
Update Registrar status	C3	*
Protocol Interface (EPP)		
Add/Renew/Delete/ Update (Modify)	C2	P1

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Transfer	C2	P6
Check	C2	P2

* An Asterisk indicates a semi-automated function to which performance criteria does not apply.

Service Levels (Availability and Performance)

C1	Total duration of Unplanned Outage Time of C1 class services must not exceed 0 minutes per Monthly Timeframe. This represents a Service Availability percentage of 100%
	Total duration of Planned Outages of C1 class services must not exceed the limits set forth in the definition of Planned Outage above.
C2	Total duration of Unplanned Outage Time of C2 class services must not exceed 120 minutes per monthly Timeframe. This represents a Service Availability percentage of 99.72%.
	Total duration of Planned Outages of C2 class services must not exceed the limits set forth in the definition of Planned Outage above.
C3	Total duration of Unplanned Outage Time of C3 class services must not exceed 480 minutes per Monthly Timeframe. This represents a Service Availability percentage of 98.88%.
	Total duration of Planned Outages of C3 class services not to exceed the limits set forth in the definition of Planned Outage above.
P1	For a single-entity payload, Round-trip time should not exceed 800ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple entity payload should materially perform consistent with the behaviour of multiple, single entity payload operation.
P2	For a single-entity payload, Round-trip time should not exceed 400ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should materially perform consistent with the behaviour of multiple, single entity payload operation.
P3	For a singular query/response, Round-trip time should not exceed 800ms as measured by the system monitoring tools.
P4	Each nameserver achieves a measured Round-trip time of under 300ms and

	measured packet loss of under 10%.
P5	Additions, deletions or other modifications of DNS zone information to the master DNS server will be initiated within 5 minutes of a Transaction. The Registry Service provider will notify Registrar in advance when changes to the schedule occur. The Registry Services Provider will notify Registrars regarding any scheduled maintenance and unavailability of the TLD nameservers.
P6	For a single-entity payload, Round-trip time should not exceed 1600ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should materially perform consistent with the behaviour of multiple, single entity payload operation.

11.3.3. Operation of a Public WHOIS Service

1. Whois Service Availability

The committed Service Availability of Whois Service is 99.4% measured in Monthly Timeframes.

2. Whois Service Performance Level

The Whois Service shall, on average, be able to handle 50 queries per second.

3. Whois Service Response Times

The Whois Service shall have a maximum whois query response time of 1.2 seconds. Failure of the Whois Service to respond to three (3) consecutive rcPing commands initiated by the registry operator at regular intervals within such maximum processing time shall mean the Whois Service is considered unavailable.

4. Whois Service Updates

The data provided by the Whois Service will be updated on at least a daily basis.

11.3.4. Measurement Method

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

1. System/Component Monitoring:

The services defined here will be sampled and tested as to availability pursuant to the schedule as described in herein.

2. Performance Monitoring:

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

3. Nameserver Performance:

Nameserver performance measurements will be conducted by TSP compliant to usual registry service performance guidelines.

4. Registry Component Ping Facility:

The 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.

The rcPing Monitor shall time out if no response is received from the interface within a predetermined interval. The rcPing request is specific to the component being monitored. Monitoring requests are sent independent of one another.

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

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Component	Function	Interface	rcPing Command	Response Time (ms)
eppServer	deleteDomain	eppServer	RcPinggepp(delete)	800
eppServer	transferDomain	eppServer	RcPinggepp(transfer)	1600
eppServer	checkDomain	eppServer	RcPinggepp(check)	400
Radmin	updateRegistrar	Radmin	RcPingAdmin(update)	800
billingServer	checkBalance	eppServer	RcPinggepp(checkBalance)	800
billingServer	updateBalance	eppServer	RcPinggepp(updateBalance)	800
Whois	Whois	Whois	RcPingWhois(whois)	1200
DNS	Transfer	eppServer	RcPinggepp(dnsTransfer)	800
Nameserver	Round-trip time	n/a	n/a	300
Nameserver	Packet Loss	n/a	n/a	<10%

Each component being monitored can be configured with the following:

- The time-out threshold. A typical value for timeout is three (3) seconds.
- The expected response time for each ping command, as listed above.
- The interval at which the ping commands will be sent. A typical value for the sampling interval is five (5) minutes.
- 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 will store all response time data in a database that will be archived on a daily basis.

11.3.5. 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 will 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.

11.3.6. SLA Penalty Calculation

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

$$C = (amv/t) * sle * \text{priority adjustment}$$

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 = $(30 + 31 + 30 + 31)/4 * 24 \text{ hours} * 60 \text{ minutes} = 43,920 \text{ minutes}$).
- sle = service level exception. The number of Service Unavailability minutes minus the number of SLA acceptable Service Unavailability minutes.

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 the then 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 the then Current Pricing Level.
C3	30%	TSP records 15 minutes of service level exception beyond the

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Service Level	Priority Adjustment	Example
		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.

11.3.7. Receipt of Credits

The following procedure shall be followed by NIXI to claim credits:

1. 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.

2. 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;
- or
- Notification from NIXI (with Support Ticket number attached) of down time or degraded performance.

3. Confirmation of SLA Violation:

NIXI shall provide reasonably available proof, such as server and/or 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.

4. 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.

5. Receipt of Credit:

When the above steps have been completed, TSP shall provide notification of the number of credits that will be entered in NIXI's account balance.

6. 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.

12. OTHERS

12.1. Plan for initiation of .IN registry operations

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):

S. No.	Activity	Completion by
1	Project Initiation	T
2	SRS Software – Development, testing and go live	T + 2 months
3	Infrastructure setup at two data centers – facility, equipment and bandwidth	T + 2 months
4	Migration of data	T + 3 months
5	Verification of migrated data	T + 3 months
6	EPP client build and OT&E for registrars	T + 3 months
7	Access agreements with registrars	T + 3 months
8	Registry Website takeover	T + 3 months
9	New and old TSP Services Overlap period	T + 4 months
10	Review / verification by NIXI of the operations in overlap period	
11	Transition period activities and initiation of services	

The plan needs to be prepared keeping in mind the initiation of services by the new TSP from 1 January 2013. Requirements from the existing TSP may also be mentioned in the response.

12.2. Penalty on delay in service initiation

Any slippage in timelines for initiation of .IN registry operations beyond 31 December 2012 by the selected TSP, shall incur a penalty of ₹ 750,000 (Seven Lakhs Fifty thousand only) per day. Further NIXI also reserves the right to invoke Performance Bank Guarantee in case of delay in service initiation.

12.3. Exit Management

The bidder firm needs to include in the response the exit management plan for the .IN registry operations in case of exit at any time during the five year contract duration. The transition period shall span a minimum of 6 months. The selected TSP shall ensure during exit management the below:

- Handover of existing system and infrastructure to NIXI in running condition
- Handover the copy of software developed for .IN registry operations to NIXI
- Handover of .IN Registry Data to NIXI in format as required by NIXI
- Any Third party licenses required for running the developed application software / operations will be bought by the NIXI
- Have a minimum one month overlap period of running .IN registry operations with the new TSP.
- Destroy all .IN registry specific data at TSP end post the handover and submit an undertaking to that effect.
- The bidder shall transfer all the assets including all its components of software, hardware etc. to NIXI at the end of contract period at no additional cost to NIXI.

During the five year contract duration, in case of non continuity of services provision by the TSP to NIXI due to reasons such as TSP going bankrupt/issues between NIXI and TSP etc; NIXI shall reserve the right to take over the .IN set up from the data center unconditionally and run the .IN operations thereafter. Chosen TSP shall need to give such an undertaking / letter to all its third party service providers (data center vendor etc). One sample of such a letter is provided at Annexure 1. NIXI shall be given copy of these undertakings. Any exception to such situations shall only be on discretion of NIXI so that services of .IN registry do not get disrupted.

12.4. Extension of Contract / Business Continuity

- At the expiration or termination of this Agreement in accordance, the Parties agree to work cooperatively to facilitate and implement the transition of the operation of the ccTLD registry in accordance with the transition plan provided by the TSP. TSP shall agree to provide NIXI with

any data regarding operations of the registry for the .IN ccTLD necessary to maintain operations that may be requested to ensure that registry operations can be quickly, smoothly and efficiently transferred to NIXI, or to any entity designated by NIXI, so as to minimize disruption of the registry functions.

- NIXI may extend the services of the selected TSP for a period of 90 days from the date of termination or expiration, and may be extended by NIXI for up to four (4) additional periods of ninety days each.
- Services shall be rendered by TSP during such transition period as per the terms and conditions of this Agreement, without any deterioration in SLA.

13. ANNEXURES TO SCOPE OF WORK

13.1. Annexure 1: Undertaking/ letter by TSP to Third Party Vendors including data Centers

(The letter shall be required for both data centers which are set up for .IN registry by the selected TSP.)

To:

Concerned Third Party Vendors including data Centers

<<Address>>

Subject: Undertaking/Letter, for .IN registry related equipment setup, by TSP to Third Party Vendors including data centers in case of discontinuity of services

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	Markings
<<Add>>			

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.

Signed and Dated:

Authorised Representative

(Selected TSP)

Copy To: CEO, NIXI

13.2. Annexure 2: List of Reports and Documentation to be provided by TSP

A. Daily Reports

- **Daily Transaction Report:** This report includes Addition, Modification, Delete, and domain Transfer activity by the registrar.
- **Daily Billable Transactions Report:** This report includes all domain create, extend/renew, delete, gained transfer, redemption and reversal, and autorenew-related transactions in the registrar's account.
- **Daily Transfer Report:** This report includes gaining and losing transfer activity (both completed and pending). There are two separate reports for transfers:
 - **Gaining Transfer Report** indicates domains transferred to the registrar ('gaining registrar')
 - **Losing Transfer Report** indicates domains transferred away from the registrar ('losing registrar').
- **Daily Autorenewals Report:** The daily autorenewals report includes a list of all domains that have autorenewed.

B. Weekly Reports

- **Weekly Domain Status and Nameserver Report:** The weekly domain status and nameserver report lists all domain names currently sponsored by the registrar. The domain is listed once for each current status and associated name server.
- **Weekly Nameserver Report:** The weekly nameserver report lists all nameservers currently sponsored by the registrar. The nameserver is listed once with each associated IP address.
- **Domains Hosted by Nameserver Weekly Report:** The domains hosted by Nameserver Weekly Report lists all domains hosted on nameservers currently sponsored by the registrar. The nameserver is listed once with each associated domain name.
- **Weekly Domains Sponsored Report:** The weekly domains sponsored report lists all domain names currently sponsored by the registrar.

C. Monthly Reports

- **Monthly Billing Report:** With this report, each registrar account receives an invoice and detail statement for the month.

- Monthly Expiring Domains Report: The report is generated on the first day of each month and contains a list of the registrar's domains that expire over the next 45 days.

D. Other Reports

- 'Ad-hoc' reports that are run for specific information needs. The reporting systems should be capable of creating custom reports as needed.
- Specialized reports for accounting and operational requirements in required template, frequency and file formats, as defined by NIXI from time to time.

E: Data Formats

- 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.

13.3. Annexure 3: Training Programs

Sr. No.	Training services	Audiences	Minimum Frequency per Annum	Mode of training
1	Data centre and NOC operations with reference to the Registry	NIXI	Twice	Face to Face/ Hands on training
2	Incident Management System	NIXI/ Registrar	Once	Face to Face/ WBL/ Hands on training
3	OT & E process and procedures	NIXI/ Registrar	Once	Face to Face/ WBL/ Hands on training
4	Website	NIXI	Twice in first year/ Once in subsequent years	Face to Face/ WBL/ Hands on training
5	SRS software	NIXI/ Registrar	Twice	Face to Face/ WBL/ Hands on training
6	Data Warehousing tools	NIXI/ Registrar	Once	Face to Face/ WBL/ Hands on training

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Sr. No.	Training services	Audiences	Minimum Frequency per Annum	Mode of training
7	Special projects e.g. IDNs, DNSSEC, IPV6, Mobile initiatives	NIXI/ Registrar	As and when required	Face to Face/ WBL/ Hands on training

14. APPENDICES FOR ELIGIBILITY AND COMMERCIAL PROPOSAL

14.1. APPENDIX A: Format for Letter of Proposal

(On the Letter head of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as 'the Bidder'), and having reviewed and fully understood all of the Proposal requirements and information provided, the undersigned hereby submits the Proposal for the project referred above.

We are enclosing our Proposal in One (1) original plus one (1) copy, with the details as per the requirements of the RFP document, for your evaluation.

We confirm that our Proposal is valid for a minimum period of fifteen (15) months from the Proposal Due Date in the RFP document or on the signing of the final agreement between NIXI and the Technical Service Provider and completion of the transition period thereafter, whichever is later.

NIXI and its authorised representatives are hereby specifically authorised to conduct or to make any enquiry or investigations to verify the statements, document and information submitted with this application and / or in connection therewith and to seek clarification from our bankers, financial institutions and clients regarding the same.

The undersigned declares that the statements made and the information provided in this application is complete, true and correct in all respects.

Yours faithfully,

(Signature of the Authorised Signatory of Bidder)

(Name and designation of the Authorised Signatory of Bidder)

14.2. APPENDIX B: Format for Power of Attorney for Signing of Bidder

(On stamp paper of appropriate value)

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office of Bidder) do hereby constitute, appoint and authorise Mr. / Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the providing technical services for .IN domain registry, including signing and submission of all documents and providing information / responses to NIXI, representing us in all matters before NIXI, and generally dealing with NIXI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

14.3. APPENDIX C: Details of Bidder

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Company including details of its main lines of business.
5. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

Name	:
Designation	:
Company	:
Address	:
Telephone Number	:
Fax Number	:
Mobile Number	:
E-Mail Address	:
6. Details of individual (s) who will serve as the point of contact / communication for NIXI within the Company:

Name	:
Designation	:
Company	:
Address	:
Telephone Number	:
Fax Number	:
Mobile Number	:
E-Mail Address	:

14.4. APPENDIX D-1: Format for Anti-Collusion Certificate

(On the Letterhead of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

We hereby certify and confirm that in the preparation and submission of our Proposal for the provision of technical services for .IN domain registry, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the Proposal.

Dated this _____ Day of _____, 2012

(Name of the Bidder)

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)

14.5. APPENDIX D-2: Format for Undertaking

(On the Letterhead of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

We confirm that we are not barred by NIXI, any State Government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in projects (contracting or otherwise) as on the Proposal Due Date indicated in the RFP document issued by NIXI.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

14.6. APPENDIX E: Format for Bid Security

(To be issued by a Scheduled Bank in India)

B.G. No.

dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of 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, successors and assigns;

In favour of,

National Internet Exchange of India, called 'NIXI' having its office at Incube Business Center, 5th Floor, 18, Nehru Place, New Delhi 110 019, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- A. M/s. _____ Ltd., a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called 'the Bidder') which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for provision of technical services for .IN domain registry.
- B. In terms of **Clause 2.11** of the Request for Proposal issued in respect of the Project (hereinafter referred to as 'RFP document') the Bidder is required to furnish to NIXI an unconditional and irrevocable Bank Guarantee for an amount of ₹ 40,00,000 (Rupees forty Lakhs only) as Bid Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to NIXI an amount not exceeding ₹ 40,00,000 (Rupees forty Lakhs only), within 5 days of receipt of a written demand from NIXI calling upon the Guarantor to pay the said amount.
2. Any such demand made on the Guarantor by NIXI shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
3. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of NIXI is disputed by the Bidder or not.
4. This Guarantee shall be irrevocable and remain in full force for a period of atleast fifteen months from DD-MM-YYYY or until the signing of the final Agreement with the Technical Service Provider and completion of the transition period thereafter or for such extended period as may be mutually agreed between NIXI and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
6. In order to give full effect to this Guarantee, NIXI shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by NIXI against the Bidder or any indulgence shown by NIXI to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise 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 the Guarantor.

7. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank

by the hand of Mr _____

its _____ and authorised official.

14.7. APPENDIX F: Format for Undertaking for Business Entity

(On the Letterhead of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

We confirm that we are registered under the following statutes:

Type of Statute	Please tick as appropriate	Entity Name
The Companies Act, 1956		
Limited Liability Partnership Act 2008		
Law equivalent to Companies Act in case of incorporation outside India		

We are enclosing the certificate of incorporation / copy of statute or letter from statutory auditor that the company is registered as per details above (strike out whichever is not applicable), for your reference.

Yours faithfully,

(Signature)

(Name and designation¹ of signatory)

Enclosed: Certificate of Registration or Letter from Auditor that the Bidder is a Business Entity as per definition of Section 3.2 of the RFP document

¹ To be issued by the Chief Financial Officer/Company Secretary/competent office

14.8. APPENDIX G1: Format for Statement of Experience

Use Multiple Sheets for multiple project experience

Name of Project	
Name, address and contact details of Client	
Scope of the project for Bidder	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Scope of work of the Bidder	
Date of commencement of project	
Date of completion of Bidder's scope of Services	
Total billings from project for the Bidder from April 01, 2008 till Proposal Due Date	

The above statement shall be supported by

1. 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;
2. Copy of work order/agreement issued/executed by client;
3. Copy of the joint venture agreement, in case the project was executed as a consortium.
4. The Bidder is expected to demonstrate the experience either on its own account or can also provide experience of its Group Entity. For the purposes of this RFP document, a Group Entity shall mean
 - a. Any Business Entity in which the Bidder holds 26% of the Paid-up Equity.
 - b. Any Business Entity which holds 26% of the Paid-up Equity in the Bidder.

14.9. APPENDIX G-2: Format for Proof of Experience

Experience Certification from Statutory Auditor

ON LETTERHEAD OF STATUTORY AUDITOR

Date:

We have verified the relevant statutory and other records of M/s _____ [*Name of the Bidder*], and certify the M/s. _____ had been appointed as Service Provider for the purpose of

_____ (*name of project.*). The scope of work for the Bidder, as per documents from the client (buyer) was

_____.

We have also scrutinized the documents made available to us for the said project and certify the following:

Date of commencement of project/s	Date of completion / expected completion of project	Billings for the Bidder from the Project (₹ Crores) during April 01, 2001 to Proposal Due Date
Project Title		

Signature and Seal

and registration number of Statutory Auditor

14.10. APPENDIX H-1: Format for Statement of Financial Capability

The following format shall be used for statement of financial capability of Bidder:

Year	Annual Turnover (₹)
Year 1	Fill details
Year 2	Fill details

Instructions:

For the purpose of Eligibility:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report. Year 1 shall be the last completed financial year for which audited financial statements are available. Year 2 shall be the financial year previous to Year 1.
2. The Bidder shall provide the audited annual financial statements as required for this RFP document. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Eligibility Statement submitted by the Bidder.
4. 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.

14.11. APPENDIX H-2: Format for Financial Capability Criteria from Auditor

ON LETTERHEAD OF AUDITOR

TO WHOMSOEVER IT MAY CONCERN

Financial Capability Certification

Date:

We have verified the relevant statutory and other records of M/s _____ *[Name of the Bidder]*, and certify the following:

Criteria	For Year 1 (Financial Year 2010 to 2011)	For Year 2 (Financial Year 2011 to 2012)
Annual Turnover		

Signature and Seal

and registration number of Statutory Auditor

14.12. APPENDIX I: Format for Letter for Enclosing Technical Proposal

(On the Letter head of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal Issued by NIXI

Dear Sir,

We are pleased to enclose the technical proposal which we propose to implement. This Technical Proposal is as required under Section 4 of the RFP document.

We understand that, the technical proposal is binding on us and non-compliance of the same during implementation may lead to an event of default on the part of Technical Service Provider and consequences of events of default, including penalty, appropriation of performance security etc, shall be applicable accordingly.

Yours faithfully,

(Signature of Authorised Signatory)

14.13. APPENDIX J: Format for Commercial Proposal

(On the Letter head of the Bidder)

Date:

Chief Executive Officer, NIXI,

Incube Business Center,

5th Floor, 18, Nehru Place,

New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

Dear Sir,

We refer to the RFP document issued by NIXI for the captioned Project. Keeping in view the economies of scale arising out of increasing volumes of domain registrations, we offer the following percentage of Quarterly Allocable Revenue as indicated against the volume of registrations achieved. We are pleased to provide our Price Proposal for the Project:

Revenue Splits %	Year I	Year II	Year III	Year IV	Year V
NIXI					
Marketing fund					
RFP respondent/Bidder					
Total	100	100	100	100	100

Our Commercial Proposal is unconditional and is in line with the requirements of the RFP document.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

14.14. APPENDIX K: Format of Performance Bank Guarantee for contract performance

Ref: _____

Date _____

Bank Guarantee No: _____

To

National Internet Exchange of India

Incube Business Center,

5 level, 18, Nehru Place,

New Delhi – 110019, India

Phone: +91-11-30614624/25

Fax: +91-11-30614629

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

against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Request for Proposal for selection of Technical Service Provider for .IN Registry for NIXI

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

14.15. APPENDIX L: Format for Service Level Agreement

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

Dear Sir,

We refer to the RFP document issued by NIXI for the captioned Project. As per the Service Level Agreement submitted as a part of the Technical Proposal, we propose to provide the Service Levels, as enclosed with this letter.

The proposed Service Levels as indicated above is unconditional and is in line with the requirements of the RFP document.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

14.16. APPENDIX M: Format for statement of Financial Assumptions

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

Dear Sir,

We refer to the RFP document issued by NIXI for the captioned Project. As per the Commercial Proposal submissions requirement, we submit herewith our Statement of Financial Assumptions in arriving at the Revenue Share Proposal:

	Year 1	Year 2	Year 3	Year 4	Year 5
Estimated domain registrations					
Estimated total revenue from domain registry operations (in Rs)					
Estimated costs and expenses (in Rs)					
Estimated Internal Rate of Return					

The Statement of Financial Assumptions as indicated above is unconditional and is in line with the requirements of Part 1 and Part II of the RFP document.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

14.17. APPENDIX N: Format for Marketing Budget Proposal

(On the Letter head of the Bidder)

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for “.IN” domain registry

Reference: Request for Proposal issued by NIXI

Dear Sir,

We refer to the RFP document issued by NIXI for the captioned Project. As per the marketing plan submitted as a part of the Technical Proposal, we commit the following percentage of the Monthly Allocable Revenue to be diverted to an Separately Identifiable Account on the completion of such month for the purpose of marketing and promotion of “.IN” domains:

Marketing Budget Account	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Monthly Allocable Revenue					

Our Marketing Budget Proposal is unconditional and is in line with the requirements of the RFP document.

Yours faithfully,

(Signature of Authorised Signatory)

(Name and designation of the Authorised Person)

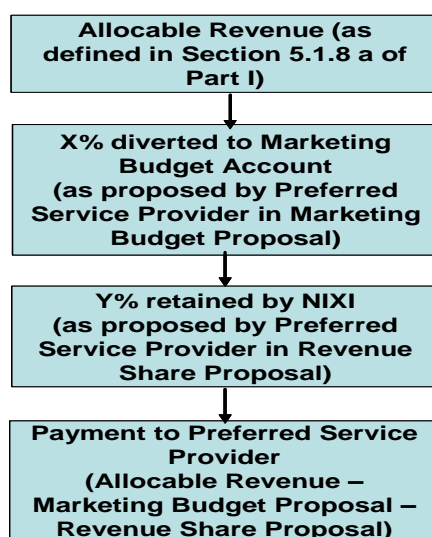
14.18. APPENDIX O: Marketing Budget Account

A. Scope of Marketing and Promotion Services

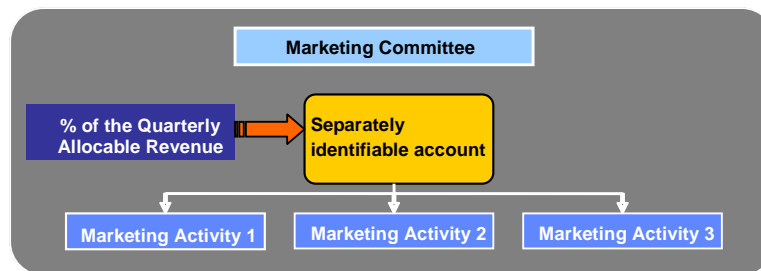
1. The Technical Service Provider and NIXI shall be jointly responsible for the marketing and promotion of the “.IN” domain.
2. The Technical Service Provider shall be required to commit a percentage of the Quarterly Allocable Revenue that would be channelled for marketing and promotion measures for “.IN” domain.
3. The broad outline of the marketing and promotion strategies and channels are listed in Section 8.18 of RFP document.

B. Marketing Budget Account

1. The Marketing Budget Proposal made by the Technical Service Provider shall be diverted to an Separately identifiable Account (“Marketing Budget Account”) on the completion of the Quarter for exclusive utilisation of the funds for marketing and promotion of the “.IN” domain.
2. Such funds shall be transferred to the Separately Identifiable Account on the completion of each Quarter. The Marketing and Promotion Services outlay shall be directly diverted by NIXI to the Marketing Fund account based on the percentage quoted by the Technical Service Provider in its Marketing Budget Proposal (as defined in Section 5.1.3 of the RFP document). The Revenue Share of NIXI shall be retained on the basis of the percentage quoted by the Technical Service Provider in its Revenue Share Proposal (as defined in Section 5.1.2 of RFP document). The Technical Service Provider’s compensation for services provided would **be as defined in Section 5.1.5 of the RFP document.**



3. A committee shall be constituted by NIXI which shall consist of representatives from NIXI and from the management of the Technical Service Provider to oversee and control the inflow and disbursement of funds in the Marketing Budget Account.
4. The Technical Service Provider shall be required to submit the Marketing and Promotion activities for each Quarter clearly indicating the objective, timing and costing of the each of the components of the planned activities.
5. The release of funds from the Marketing Budget Account shall be subject to the approval of the Marketing and Promotion plans submitted to the committee by the Technical Service Provider.
6. The decision of the committee regarding the usage of the funds shall be final and binding on the Technical Service Provider.



7. The decision of the committee regarding the usage of the funds shall be final and binding on the Technical Service Provider.

**14.19. APPENDIX P: Format for Undertaking Responsibility for completeness of the Proposal
(On the Letterhead of the Bidder)**

Date:

Chief Executive Officer, NIXI,
Incube Business Center,
5th Floor, 18, Nehru Place,
New Delhi 110 019

Subject: Proposal for provision of technical services for .IN domain registry

Reference: Request for Proposal issued by NIXI

We hereby certify and confirm that in the preparation and submission of our Proposal for the provision of technical services for .IN domain registry, we have conducted our own due diligence and analysis for submission of the proposed plans in the Proposal. We also understand that the purpose of the RFP document is only to assist formulation of the Proposal and is not intended to limit or define the contents and plans proposed by way of the Proposal.

We hereby certify and confirm that, we have:

2. made a complete and careful examination, accepted and understood the RFP document;
3. received all relevant information requested from NIXI, and
4. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the project definition;
 - ii. the scope of Services;
 - iii. the policy measures for .IN Domain Registry;
 - iv. all other matters that might affect the Bidder's performance under the Agreement.

We further confirm that we assume total and complete responsibility for the completeness of the Proposal in all respects and will be solely responsible for any omissions, mistakes or errors in the Proposal, and in no case shall any of NIXI representatives, including NIXI officials, directors, employees and advisors, be held liable for any such omissions or errors in the Proposal.

Dated this _____ Day of _____, 2012

(Name of the Bidder)

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)