

Dated: 19<sup>th</sup> June, 2012

## CORRIGENDUM DOCUMENT : CLARIFICATIONS

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

**1. Revised clauses**

Sr. No	Clause Number	Old Clause	Proposed Clause
<b>Section 5 – Commercial Proposal Evaluation</b>			
1.	5.1.1 (a)	Revenue Share Proposal as a percentage of the Quarterly Allocable Revenue	Revenue Share Proposal as a percentage of the Monthly Allocable Revenue
2.	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.	Revenue Share Proposal by the bidder would be percentage of the Monthly Allocable Revenue that will be shared by the Technical Service Provider with NIXI. The Monthly Share Proposal shall be submitted in the format as specified in Appendix J as a percentage of the Monthly Allocable Revenue.
3.	5.2.2 (c)	Quarterly Allocable Revenue would be defined as the summaration of the Monthly Allocable Revenue for the three months that constitute the particular Quarter.	This clause stands deleted
4.	5.2.2 (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.	This clause stands deleted
5.	5.2.2 (a) & Agreement – 1.1	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 recognized as revenue in the books of NIXI	“Allocable Revenue” means the total amount of Registry Service Fees corresponding to the registration/renewal/transfer of domain names in the ccTLD and attributable to the one-year period following the registration or renewal (including renewals on transfer)

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		for the particular year in accordance with the accounting principles adopted by NIXI.	<p>and including one time fees i.e. RGP restore fees. With respect to multi-year registrations, each Anniversary Date of such registration shall constitute a renewal for purposes of this paragraph, and one year's worth of Registry Service Fees attributable at the initial registration or subsequent renewal of such domain name shall be included in the Allocable Revenue for the month in which the Anniversary Date occurs, regardless of whether such domain name has been deleted outside of the grace period* from the Registry System in the interim.</p> <p>For registrations existing on the Effective Date, Allocable Revenue shall also include any revenues up to the first Anniversary Date (after the Effective Date of this agreement) of such registrations calculated on the basis of the Registry Services Fees in effect at the time of registration/renewal/transfer. With effect from the said Anniversary Date, these registrations shall be considered as renewals. TSP shall raise a separate one-time invoice for such registrations existing on the Effective Date up to the first Anniversary Date registration calculated on the revenue sharing percentage as on the Effective Date.</p> <p>*Grace period will be as provided in the <a href="http://registry.in/Policies">http://registry.in/Policies</a> from time to time.</p>
6.	5.2.2 (b)	Monthly Allocable Revenue for a particular month shall	Monthly Allocable Revenue for a particular month shall mean

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		mean Allocable Revenue Recognized in the books of NIXI on the completion of such month and recognized as revenue in accordance with the accounting principles adopted by NIXI.	Allocable Revenue Recognized in the books of NIXI on the completion of such month.
7.	5.1.8	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 3 <sup>rd</sup> day of a month.	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 6 <sup>th</sup> day of a month.
8.	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.	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 21st Working days after receipt of invoice inclusive of all taxes, including service tax.
9.	5.1.10 & new clause in Agreement	In first year of initiation of services, from beginning of services, if the growth of total number of domains is greater than 1.5 million i.e. current domain size, NIXI shall compensate to the TSP Rs 10 per domain for growth in	If the increase in domains in the registry database, maintained by NIXI, during each calendar year is more than 1.5 million in comparison to the number of domain at the end of previous calendar year then NIXI shall compensate to the TSP Rs 10 per

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		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.	domain for growth in domains in the registry database, maintained by NIXI, beyond 1.5 million.
10.	5.1.11 & new clause in Agreement		The minimum percentage for Marketing budget proposal to be quoted by the bidder should be 10% of allocable revenue.
11.	5.1.12 & new clause in Agreement		For the first 1,00,000 IDN domain registration, TSP shall not charge any fees to promote, but beyond this cap (i.e. 1, 00,000) TSP will charge as per the NIXI's domain name pricing policy in effect at the time of registration/renewal/transfer, as amended from time to time.
Section 7 – Agreement with Technical Service Provider			
12.	New Clause in RFP - 7.3.6		Under no circumstances, Registry data/ data related to this project shall be hosted – permanently or temporarily - outside the territorial boundaries of India except to the extent required for DNS resolution.
Section 8 – Scope of Technical Services and Solutions			

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13.	8.6.3 & new clause in Agreement		Two distinct data centre facilities (as referred in clause 8.6.2) should be located in different cities of India, at least at a distance of 250 KMs apart. Further out of two data centers, one of them should be in low seismic zone (1, 2 or 3) location.
Section 11 - SLAs			
14.	New Clause in RFP & Agreement – Website SLA		<ol style="list-style-type: none"> <li>1. Service Availability - 100% per month through the internet.</li> <li>2. Transaction Processing Time - NA</li> <li>3. Planned outage duration - (Computed on 24*7 basis) – 8 hours per month</li> <li>4. Planned outage timeframe - 0001-2359 IST Saturday or Sunday</li> <li>5. Planned outage notification – 5 days</li> <li>6. Extended Planned outage duration - 8 hours per year</li> <li>7. Extended Planned outage timeframe - 0001-2359 IST Saturday or Sunday</li> <li>8. Cross – network Nameserver performance (CNNP) - NA</li> </ol>
Section 3.3 – Contents of Eligibility Submissions			
15.	New Clause in RFP - 3.3.4		In case bidder is group of legal entities, at the time of bid submission, an agreement among all members to the entities (i.e. Maximum of three entities can together constitute this group) specifying the nature, scope and manner as well as roles and responsibilities and obligations of each member to the group, needs

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			to be submitted as part of technical proposal					
Section 12 – Others								
16.	12.2 and Agreement -3.1.2	Any slippage in timelines for initiation of .IN registry operations beyond 31 December 2012 by the selected TSP, shall incur a penalty of Rs. 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.	Any slippage in timelines for initiation of .IN registry operations, beyond 5 months from the day of award of contract plus 15 days grace period (e.g. in case contract is awarded on 1 <sup>st</sup> August, 2012, beyond 15 January, 2013), by the selected TSP, shall incur a penalty of Rs. 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.					
17.	12.1 and Agreement - 3.1.1	<b>S. No.</b>	<b>Activity</b>	<b>Completion by</b>		<b>S. No.</b>	<b>Activity</b>	<b>Completion by</b>
		1	Project Initiation	T		1	Project Initiation	T
		2	SRS Software – Development, testing and go live	T + 2 months		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		3	Infrastructure setup at two data centers – facility, equipment and bandwidth	T + 2 months
		4	Migration of data	T + 3 months		4	Migration of data	T + 3 months
		5	Verification of migrated data	T + 3 months		5	Verification of migrated data	T + 4 months

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		6	EPP client build and OT&E for registrars	T + 3 months		6	EPP client build and OT&E for registrars	T + 4 months
		7	Access agreements with registrars	T + 3 months		7	Access agreements with registrars	T + 4 months
		8	Registry Website takeover	T + 3 months		8	Registry Website takeover	T + 4 months
		9	New and old TSP Services Overlap period	T + 4 months		9	New and old TSP Services Overlap period	T + 5 months
		10	Review / verification by NIXI of the operations in overlap period			10	Review / verification by NIXI of the operations in overlap period	
		11	Transition period activities and initiation of services			11	Transition period activities and initiation of services	
Agreement								
18.	New Clause in Agreement				“Blocked/Reserved Names” means names set forth on a list which NIXI shall provide to TSP and which TSP shall prevent from being registered as domain names in the ccTLD. For the Blocked/Reserved names TSP will not charge any fees to NIXI.			
19.	Agreement – Clause 5.1.3	The percentage of Allocable Revenue due to TSP as detailed in Table 1 is subject to a minimum average fee per domain year payable to TSP for all registrations and			This clause stands deleted			



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		renewals (including renewals on transfer) of .IN domain names in the prior month (attributable to the one year period following the date of such registration or renewal) as given in the following table, with the exception of any promotional pricing that may be mutually agreed upon between TSP and NIXI.						
			Yr I	Yr II	Yr III	Yr IV	Yr V	
		Minimum average Fee Due to TSP per domain year in Rs.						
20.	8.18 and Agreement – Clause 6.1	<p>TSP and NIXI shall be jointly responsible for the marketing and promotion activities related to the “.IN” domain (“Marketing and Promotion Activities”). These activities shall include but are not limited to:</p> <p>a. Determining the strategies to be followed for marketing and promotion of “.IN” domains, including the implementation of registrar discount and/or registrar rebate programs. Such registrar rebates, incentives etc. arising on account of Marketing and Promotion Activities shall be disbursed out of the Marketing Budget Account and</p>	<p>The TSP shall assist NIXI in the marketing and promotion of the .IN and IDN domain. The services to be provided by the TSP shall include but are not limited to:</p> <p>a. Assignment of dedicated Marketing Manager for registry operations;</p> <p>b. Broad strategies to be followed for marketing and promotion of .IN and IDN domains;</p> <p>c. Distribution and channel management (registrars);</p> <p>d. Training and educating registrars, circulating technical bulletins and advisories, marketing bulletins and announcements, consulting registrars on potential</p>					

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.		<p>will not have an effect on the calculations of Allocable Revenue;</p> <p>b. Achieving broad distribution and channel management (Registrars);</p> <p>c. Developing support materials such as banner ads, newsletters, fact sheets, point of sale materials;</p> <p>d. Designing channel promotion programs and sales incentive plans;</p> <p>e. Developing and deploying public relations programs;</p> <p>f. Devising advertising strategy;</p> <p>g. Developing and applying positioning concepts that establish “.IN” domain’s unique position in the marketplace; and</p> <p>h. Selecting and managing creative resources such as advertising and public relations agencies and providing assistance in development and deployment of public relations and advertising programs.</p>	<p>opportunities and concepts such as product bundling;</p> <p>e. Work towards increase in number of registrars both national and international with atleast 5% growth per year</p> <p>f. Conduct registrar workshops (twice a year, minimum) for interaction, training, recognition and motivation;</p> <p>g. Take feedback from registrars on promotions and schemes and incorporate the feedback;</p> <p>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;</p> <p>i. Developing and applying positioning concepts that establish .IN and IDN domain’s unique position in the marketplace;</p> <p>j. Conduct events targeted towards .IN and IDN brand building;</p> <p>k. Designing channel promotion programs and sales incentive plans;</p> <p>l. Developing and deploying public relations programs;</p> <p>m. Devising advertising strategy;</p> <p>n. Developing support materials such as banner ads, newsletters, fact sheets, point of sale materials; and</p> <p>o. Selecting and managing creative resources such as advertising and public relations agencies.</p>

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21.	Agreement – Clause 6.2	The percentage of Allocable Revenue in each year designated as Marketing Fund in Table 1, in Clause 5 of the Agreement, shall be directly diverted by NIXI to an <b>escrow account</b> established and operated by NIXI ("the Marketing Budget Account"), on the completion each Month, for exclusive utilization of the funds for Marketing and Promotion Activities. This fund shall not lapse, but shall be continuing throughout the Term. NIXI shall be responsible for accounting functions related to the Marketing Budget Account, including, without limitation, providing the Committee (defined below) with monthly reports showing activity in the Marketing Budget Account, including the status of funds and the sources and uses of funds. Further, NIXI shall be responsible for the timely disbursement of funds in accordance with agreements made during the implementation of marketing plans.	The percentage of Allocable Revenue in each year designated as Marketing Fund in Table 1, in Clause 5 of the Agreement, shall be directly diverted by NIXI to an <b>separate identifiable account</b> established and operated by NIXI ("the Marketing Budget Account"), on the completion following the relevant month, for exclusive utilization of the funds for Marketing and Promotion Activities. This fund shall not lapse, but shall be continuing throughout the Term. NIXI shall be responsible for accounting functions related to the Marketing Budget Account, including, without limitation, providing the Committee (defined below) with monthly reports showing activity in the Marketing Budget Account, including the status of funds and the sources and uses of funds. Further, NIXI shall be responsible for the timely disbursement of funds in accordance with agreements made during the implementation of marketing plans.
22.	Agreement – 6.4	The Committee shall meet at least once every quarter and take all steps to ensure that funds in the Marketing Budget Account be spent in each calendar year during the term of this Agreement solely for the marketing of .IN domains. Within 10 days after the end of each calendar year, the	The Committee take all steps to ensure that funds in the Marketing Budget Account be spent during the term of this Agreement solely for the marketing of .IN and IDN domains. Further, if at the end of the agreement period, if there are any unspent amounts in the Marketing Budget Account, such amounts shall remain with NIXI.

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		Committee shall furnish a performance report of marketing activities, monies spent, and the results of such activities to both parties. Further, if at the end of the agreement period, if there are any unspent amounts in the Marketing Budget Account, such amounts shall be shared between the parties on modalities to be mutually agreed between both the parties.	
23.	Agreement – 16.13.1	Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. NIXI specifically acknowledges that TSP owns all rights, title and interest in the proprietary software used in the Registry System and Licensed Products of TSP. Similarly, NIXI specifically owns all rights, title and interest in the Registry Data.	Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. NIXI specifically acknowledges that TSP owns all rights, title and interest in the proprietary software used in the Registry System and Licensed Products of TSP. Similarly, NIXI specifically owns all rights, title and interest in the Registry Data and any IPR generated/ created for NIXI.

**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 Monthly 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					
<b>Total</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

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)