

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
1	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria	76, 77	N.A.	Do the points related to the criteria refer specifically to an Indian entity or the bidding company as a whole? - For instance, do the examples of the software design need to have been contracted by the Indian entity and do they need to be for an Indian entity?	<b>Clause Amended as:</b> Please refer to the Corrigendum
2	6: Instructions to the Bidders	6.24 - Consortium	34	Consortium is not allowed	Please define what is meant by Consortium? If we want to use third party contractors or software to deliver certain parts of the solution, is this considered a Consortium bid?	<b>Clarification:</b> Using services of third-party contractors or software is not considered as a Consortium but we are not permitting sub-contracting
3	8: Evaluation of Bid	8.2 - Evaluation of Technical Bids	83	Proposed resources	Please confirm whether the named employees will need to be dedicated to the project at time of bid submission	<b>Clarification:</b> Please refer to Clause 7.1110 (c) of the RFP
4	8: Evaluation of Bid	8.3 - Evaluation of Commercial Bids	85	8.3.3 The commercial Bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.	Please define this term	<b>Clarification:</b> Tender conditions shall prevail
5	9: Scope of Work	9.1 - Shared Registry System	86	9.1.2 (f) Comply with the multi-lingual requirement of NIXI	Please define the necessary languages	<b>Clarification:</b> All 22 Indian official languages
6	9: Scope of Work	9.3 - WHOIS Services	87	N.A.	What provisions, if any, have been made for GDPR regulations that will come into effect prior to contract award in May 2018?	<b>Clarification:</b> Any changes in the regulations as and when enforced/ mandated shall be taken into consideration as per the Law of the Land in India
7	9: Scope of Work	9.5 - Facilities and System	87	9.5.1 Set-up 2 distinct data centre facilities to operate & manage .IN registry operations, located in different cities of India and under different seismic zones. Further out of two data centres, one of them should be in low seismic zone (1, 2 or 3) location.	Can you confirm where these are defined?	<b>Clarification:</b> The DC and DR set-up should be in different seismic zones (preferably Zone 1, 2, 3) with a minimum distance of 200 kms.

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8	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria	77	<p>The Bidder should possess any two (2) of the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> <li>- ISO 9001:2008/ ISO 9001:2015 for Quality Management System</li> <li>- ISO 20000:2011 for IT Service Management</li> <li>- ISO 27001:2013 for Information Security Management System</li> </ul> <p>Note: CMMi Level 3 or above for Capability Maturity Model Integration is a mandatory requirement</p>	<p>An international equivalent to ISO 27001 certification is the SOC or Service Organization Controls certification. SOC1 &amp; SOC2 are a series of standards designed to help measure how well a given service organization controls its information. These standards are designed for advanced IT service providers like managed IT service providers, cloud computing vendors, data centers, Software-as-a-Service companies and registry operators.</p> <p>We would request that SOC and SOC 1 may kindly be included in this list - as an alternative to ISO. And also that CMM level 3 certification should not be made mandatory.</p>	<p><b>Clause Amended as:</b> The Bidder should possess any one (1) of the below certifications which are valid as on bid submission date:</p> <ul style="list-style-type: none"> <li>- ISO 9001:2008/ ISO 9001:2015 for Quality Management System</li> <li>- ISO 20000:2011 for IT Service Management</li> <li>- ISO 27001:2013 for Information Security Management System</li> </ul> <p>OR</p> <p>The Bidder shall obtain ISO certification for any one of the above within 3 months from the date of signing of the contract.</p>
9	1: Notice Inviting Tender	1- Notice Inviting Tender	2	<p>While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by NIXI or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Techno-Commercial Proposals.</p> <p>Some of the activities listed to be carried out by NIXI subsequent to the receipt of the responses are indicative only. NIXI has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of NIXI.</p>	<p>Accenture wishes to clarify that it will rely on the information provided in the RFP document and it will not separately conduct a due diligence to verify its accuracy.</p> <p>Any change in scope of the services than what is proposed under the RFP will have to go through a change request process, wherein both parties will have to agree in writing the proposed before they become enforceable.</p>	<p><b>Clarification:</b> Tender conditions shall prevail</p>

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10	5: Existing .IN Registry Landscape	5.1 - .IN Registry Overview	22	5.1.11 (e) The copyright and all other intellectual property rights in this website, other than the intellectual property rights of the TSP, vest with NIXI and the necessary copyright notices and disclaimers shall be placed on the website in accordance with the policies of NIXI	Please refer to the IP ownership arrangement proposed by Accenture for the services involved herein its response to clause 7.17 of the RFP.	Clarification: Tender conditions shall prevail
11	5: Existing .IN Registry Landscape	5.4 - Hardware Overview	24	5.4 - Hardware Overview	Accenture proposes the following arrangement for any kind of Hardware and Software: Accenture has alliance relationships with third party product and services vendors. As part of many such relationships, Accenture is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Accenture. Purchaser acknowledges that such relationships may be beneficial to Accenture and assist in its performance of the Services. With respect to third party software or material to be procured by Accenture, Accenture will only pass through or assign to Purchaser the rights Accenture obtains from such third parties (including warranty and indemnification rights), to the extent that such rights are assignable. Accenture will not indemnify Purchaser against any third-party IP infringement claims for the materials not proprietary to Accenture. In addition, Accenture will not be responsible or liable for any third party product failure or defect or for delays or non-performance of the scope which needs to be performed by the third party OEMs, however Accenture shall help Purchaser in raising issues with the third party OEM's which are identified by Purchaser in the hardware supplied or	Clarification: Tender conditions shall prevail

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					are identified by Purchaser in the hardware supplied or software licensed by third party OEMs, however ultimate responsibility to resolve the issue raised by Accenture solely remains with the OEM's directly basis the EULA and/or other agreements executed between Accenture and Purchaser, without any contractual or penal implications on Accenture. Any supply of Accenture owned software, application, platform or AIP/cloud provisioning shall be done for Purchaser, for Purchaser's internal business use only or for Purchaser access, as per Accenture licensing terms only. These licensing or use terms shall be executed separately with Purchaser. Purchaser's access to and use of Supplier's pre-existing assets, including Accenture software, tools and/or platforms, are subject to terms and conditions separate from terms of this Agreement. Such terms shall be set forth in Accenture's Agreement for such pre-existing assets. Purchaser will execute such agreement. The terms will be for a non-exclusive, limited-in-time and non-transferable right to access and use the Accenture software, tools and/or platforms for internal purposes (i.e. Purchaser's business) on a subscription basis.	
12	5: Existing .IN Registry Landscape	5.6 - Software Overview	25	5.6 - Software Overview	Any provision of the Software for the Project will be as per the Re-sale arrangement proposed by Accenture in its response to Clause 5.5	<b>Clarification:</b> Tender conditions shall prevail
13	6: Instructions to the Bidders	6.14 - Bid Prices	31	It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.	Any changes in the services under this RFP will provide Accenture with the opportunity to review its scope of services and the prices accordingly.	<b>Clarification:</b> Tender conditions shall prevail
14	6: Instructions to the Bidders	6.15 - Firm Prices	31	Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.	Please delete the provision as any change in scope will require the execution of a change request form and the parties therein can decide on the commercial impact for the change requested.	<b>Clarification:</b> Tender conditions shall prevail

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15	6: Instructions to the Bidders	6.23 - Terms and Conditions of Bidders	33	Any terms and conditions of the Bidders shall not be considered as forming part of their Bids	Request to remove this provision as Accenture wishes to reserve its right to provide deviations in response to the RFP requirement of Purchaser.	<b>Clarification:</b> Tender conditions shall prevail
16	6: Instructions to the Bidders	6.30 - Purchaser's Right to Vary Scope of Contract	34	6.30.1 The Purchaser may at any time, by a written order given to the Bidder, make changes to the Scope of the Contract as specified.	Please delete the provision as any change in scope will require the execution of a change request form accepted by both parties in writing.	<b>Clause Amended as:</b> 6.30.1 The Purchaser may at any time, by a written order given to the Bidder, <b>with mutual consensus with the selected bidder</b> , make changes to the Scope of the Contract as specified.
17	6: Instructions to the Bidders	6.30 - Purchaser's Right to Vary Scope of Contract	34	6.30.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.	Request to delete the requirement to put forth claims for fees adjustment within 30 days' time period.	<b>Clarification:</b> Tender conditions shall prevail
18	6: Instructions to the Bidders	6.32 - Notification of Award	35	6.32.2 The notification of award shall constitute the formation of the Contract	The Parties will formally execute a contract upon negotiations after the award of the RFP and that will constitute a binding contract between the parties for the subject matter of the RFP.	<b>Clarification:</b> Tender conditions shall prevail
19	6: Instructions to the Bidders	6.33 - Award of Contract	36	6.33.10 If at any point during the contract, if the Bidder fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause shall be invoked	If at any point during the contract, if the Bidder fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service <b>other than Force Majeure events</b> , the Termination and Exit Management clause shall be invoked	<b>Clarification:</b> Tender conditions shall prevail

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20	6: Instructions to the Bidders	6.33 - Award of Contract	36	6.33.11 In case of non-continuity of services by the Bidder to NIXI due to any reasons mentioned above, NIXI shall reserve the right to take over the .IN set up from the Data Centre unconditionally and run the .IN operations thereafter. Therefore, the successful bidder shall provide an undertaking/ letter to all its third party service providers (Data Centre Vendor etc.) as per Annexure IV - Forms (Form A.17) within 21 days after the receipt of notification of award of the Contract from the Purchaser	In case of non-continuity of services by the Bidder to NIXI due to any reasons mentioned above, NIXI shall reserve the right to take over the .IN set up from the Data Centre unconditionally and run the .IN operations thereafter. Therefore, the successful bidder shall provide an undertaking/ letter to all its third party service providers (Data Centre Vendor etc.) as per Annexure IV - Forms (Form A.17) within 21 days <del>from the signing of the contract by the successful bidder</del> after the receipt of notification of award of the Contract from the Purchaser	<b>Clarification:</b> Tender conditions shall prevail
21	6: Instructions to the Bidders	6.33 - Award of Contract	36	6.33.12 Failure of the successful Bidder to comply with the requirement of the above Undertaking as referred in Clause 6.33.12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD	Request to remove this clause.	<b>Clause Amended as:</b> 6.33.12 Failure of the successful Bidder to comply with the requirement of the above Undertaking as referred in Clause 6.33.11 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD
22	6: Instructions to the Bidders	6.33 - Award of Contract	35	6.33.3 Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser	Negotiation of the Contract might take more than 7 days of award of the tender as it is dependent on a lot of external factors including mutual agreement of both the parties, which may be outside Bidder's control. However, Bidder shall endeavor towards timely execution of the Contract.	<b>Clarification:</b> Tender conditions shall prevail
23	6: Instructions to the Bidders	6.33 - Award of Contract	35	6.33.4 Keeping in view the project commitment, NIXI reserves the right to ask the vendor to add new features/ process or modify the existing .IN Registry to take care the service delivery for matching the project requirements as and when required	Any such change requested by NIXI will require the execution of a change request form accepted by both parties in writing.	<b>Clarification:</b> Please refer to Clause 7.50.1(a) of the RFP

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24	6: Instructions to the Bidders	6.34 - Tender Related Condition	36	<p>6.34.1 The Bidder should conform unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.</p> <p>6.34.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/ falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.</p>	Request to remove the unconditional acceptance provision as Accenture wishes to reserve its right to provide deviations in response to the RFP requirement of Purchaser.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
26	6: Instructions to the Bidders	6.35 - Rejection Criteria	36, 37	<p>6.35.1 (a) (iv) Bids which do not conform unconditional validity of the bid as prescribed in the RFP</p> <p>6.35.1 (b) iv. Bidders not quoting for the complete scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidders</p> <p>v. Bidders not complying with the services, functionality, specifications and other Terms and Conditions as stated in the RFP</p> <p>vi. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Section 9 - Scope of Work and Section 6.35.1 (c)</p> <p>iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable</p>	<p>As suggested above, request to delete this provision.</p> <p>Request to remove clause (iv) as Accenture proposes certain procurement functions to be undertaken on resale basis. Also, it's not authorized to undertake certain services, like audit, as it's a licensed activity.</p> <p>Request to delete Clause (v) as termination of contract will be dealt as per the termination provision of the contract.</p> <p>Request to delete clause (vi) as Accenture is suggesting to undertake the procurement activity on resale basis. Further, as suggested above, Accenture's proposal is subject to the final deviations that will be provided along with the final solution document.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
27	7: General Conditions of the Contract	7.24 - Term and Extension of the Contract	58	<p>7.24.2 The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it shall grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion</p>	Any extension to the terms and conditions shall be on terms and conditions mutually agreeable to both the parties.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

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28	7: General Conditions of the Contract	7.32 - Consequences of Event of Default	62	7.32.3 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension: a. shall specify the nature of the failure; and b. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder	The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension: a. shall specify the nature of the failure; and b. shall request the Bidder to remedy such failure within a specified period <u>in clause 7.31.2</u> , from the date of receipt of such notice of suspension by the Bidder	<b>Clarification:</b>  Tender conditions shall prevail
29	7: General Conditions of the Contract	7.1 - Definitions	39	"Abandons" means Bidder has substantially reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract	Accenture requests the following replacement: in the case of the Bidder, a conscious decision by the Bidder to repudiate its obligations to provide services under this Agreement for economic reasons and is not: (a) merely a failure to perform in the manner specified in this Agreement; (b) the invocation of a negotiated "wind down" clause; or (c) the Bidder undertaking a right it in good faith believes is available to it under the terms of this Agreement	<b>Clarification:</b>  Tender conditions shall prevail
30	7: General Conditions of the Contract	7.1 - Definitions	39	"Agreement" or "Contract" or "MSA" means this Master Services Agreement together with RFP and all the Annexures, the Letter of Intent/Work Order issued by NIXI, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement	Accenture wishes to clarify that the RFP terms will be applicable to Accenture subject to the deviations suggested while submission of the bid.	<b>Clarification:</b>  Tender conditions shall prevail
31	7: General Conditions of the Contract	7.1 - Definitions	42	"Services" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the RFP	Request to remove the reference of procurement activity from the definition of services. Hardware and Software will be provided as per the resale terms suggested in clause 5.4. Further, the services scope shall be subject to the scope delineation as provided in the deviations submitted along with the final proposal. Accenture cannot agree to such increase in scope. Any increase/change in scope will be upon mutual agreement of terms including timelines and prices between the parties.	<b>Clarification:</b>  Tender conditions shall prevail



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32	7: General Conditions of the Contract	7.1 - Definitions	39	"Applicable Laws" includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of Contract and during the subsistence thereof, applicable to the Project	Accenture wishes to clarify that it shall be liable to abide by all the provisions of Applicable Law that are applicable on it as a provider of services.	<b>Clarification:</b>  Tender conditions shall prevail
33	7: General Conditions of the Contract	7.1 - Definitions	40	"Deliverables" means software the products, infrastructure, licenses and services agreed to be delivered by the Successful Bidder in pursuance of the Contract as elaborated in the RFP and includes all documents related to the solution, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/ or process related etc., source code and all their respective modifications	Request to remove Hardware, Software and provisions related to them from the Deliverable definition. Accenture will be providing the Hardware and Software as per the Resale arrangement suggested in clause 5.4. Also scope to be as mutually agreed between the Parties.	<b>Clarification:</b>  Tender conditions shall prevail
34	7: General Conditions of the Contract	7.1 - Definitions	40	"Equipment" means the computer hardware, machinery and other tangible equipments used for the Project, pursuant to the Contract	Procurement of Equipment will be as per resale arrangement as suggested in clause 5.4.	<b>Clarification:</b>  Tender conditions shall prevail
35	7: General Conditions of the Contract	7.1 - Definitions	42	"Service Specifications" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the Bidder to meet its obligations under this RFP.	Request to remove the industry standards for Services Specification as it's vague and not objective in nature as well as the reference to the RFP. Accenture is willing to accept any parameter which is agreed upon in writing between the parties.	<b>Clarification:</b>  Tender conditions shall prevail

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36	7: General Conditions of the Contract	7.1 - Definitions	42	<p>"Software" means the software designed, developed/ customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products (including the COTS products/ Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder</p>	<p>In any event Accenture will retain all rights in its pre-existing IPR and will provide a limited license in any software that it provide</p> <p>Request to remove the definition as all the hardware and software will be procured in resale basis as suggested in clause 5.4</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
37	7: General Conditions of the Contract	7.1 - Definitions	42	<p>"Software" means the software designed, developed/ customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products (including the COTS products/ Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder.</p>	<p>Third Party Products: With respect to procurement of licenses/hardware or any other third party products/software from the OEMs, we propose to have a reselling model in place such that we resell such licenses to the Purchaser based on the attached terms and conditions of resale. (The detailed copy of the attachment below is elaborated in the text given after this table.)</p> <p>With respect to third party software or material to be procured by the Bidder , the Bidder will only pass through or assign to Purchaser the rights Bidder obtains from such third parties (including warranty and indemnification rights), all to the extent that such rights are assignable. Bidder will not indemnify Purchaser against third party IP infringement claims for the materials not proprietary to Accenture.</p> <p>In addition, Bidder will not be responsible or liable for any third party product failure or defect or for delays or non-performance of the scope which needs to be performed by the third party OEM bidder s, however Bidder shall help Purchaser in raising issues with the third party OEM's which are identified by Purchaser in the hardware supplied or software licensed by third party OEMs to Ban, however ultimate responsibility to resolve the issue raised by the Bidder solely remains with the OEM's directly basis the EULA and/or other agreements executed between the bidder and Purchaser, without any contractual or penal implications on the Bidder .</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
38	7: General Conditions of the Contract	7.1 - Definitions	42	<p>"Solution" means all the hardware, equipment, servers, third party tools, databases, and software provided by Successful Bidder to meet the functional and technical requirements to Operate &amp; Manage .IN Registry</p>	<p>Request to modify the definition and state a definite time period for which the contract will be in force.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

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39	7: General Conditions of the Contract	7.1 - Definitions	43	"Term" means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations and Maintenance Services, or the date of termination, in case of earlier termination of the Contract	To include definition of "RFP" which means _____ dated _____ alongwith the proposal and deviations of the Bidder as agreed with NIXI. In case of a conflict, the terms of the agreed proposal and deviations will take precedence and override the terms of the RFP.	<b>Clarification:</b> Tender conditions shall prevail
40	7: General Conditions of the Contract	7.25 - Prices	58	7.1.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect	Request to remove the clause as the solution proposed by Accenture is based on the scope of work identified in the RFP. If there is any change in scope, it will have to go through a change control mechanism before it becomes applicable on Accenture. Further, Accenture provides its pricing for each project based on the individual requirements of each client. Further, it's very remote that the requirement of two clients will be identical.	<b>Clarification:</b> Tender conditions shall prevail
41	7: General Conditions of the Contract	7.25 - Prices	58	7.1.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect	Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect	<b>Clarification:</b> Tender conditions shall prevail
42	7: General Conditions of the Contract	7.35 - Penalty	64	7.1.2 Ongoing performance and Service Levels shall be as per parameters stipulated by the Purchaser in this contract, failing which the Purchaser may, at its discretion, impose Penalties on the Bidder as defined in General Conditions of the Contract and Service Level Agreement of the RFP	Please note that such penalties if agreed are to be Purchaser's sole and exclusive remedy. The penalty amount to be discussed and agreed between the Parties They are to be capped to at 5% of the value of the services. Accenture is to have an opportunity to earn back the Service Credit. Service Credit are to be payable only due to non performance solely attributable to Accenture. Any Service Credit paid are to be counted towards the total Liability cap of Accenture.	<b>Clarification:</b> Tender conditions shall prevail

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
43	7: General Conditions of the Contract	7.10 - Sub contract	48	7.10.1 The successful bidder shall provide all the services through its own company and no subcontracting is allowed. However, if sub-contracting for specialised work is required, the successful bidder shall obtain written approvals from NIXI	Accenture requests to have the right to employ its affiliates for providing the services without any consent requirement.	<b>Clarification:</b>  Tender conditions shall prevail
44	7: General Conditions of the Contract	7.11 - Bidder's Obligations	48	7.11.1 The Bidder's obligations shall include Development, Procurement, Delivery, Configuration, Implementation, Testing, Data Migration, Commissioning, Operations & Maintenance and provision of all the services and deliverables covering associated software as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and his Contract.	Request to remove the procurement of hardware and software from the services scope. Also, any change in the scope of work as agreed upon in the RFP and Contract, will have to undergo a change request mechanism before it becomes applicable on the parties. The responsibility of Accenture is to meet its scope. External factors may not be within Accenture's control. Clause to be amended accordingly.	<b>Clarification:</b>  Tender conditions shall prevail
45	7: General Conditions of the Contract	7.11 - Bidder's Obligations	51	7.11.10 Bidder's Organization b. The Bidder shall supply to the Purchaser for its approval, within 10 calendar days after the release of Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the Bidder for execution of the work including the identities and Curriculum- Vitae of the key personnel to be deployed	Purchaser will provide its acceptance or rejection of the organization chart within the stipulated time (to be agreed during contracting) otherwise it will be deemed to be accepted by Purchase.	<b>Clarification:</b>  Tender conditions shall prevail
46	7: General Conditions of the Contract	7.11 - Bidder's Obligations	51	7.11.10 Bidder's Organization c. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed for .IN Registry Operations. If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organization, the outgoing resource shall be replaced with an equally competent resource on approval from the Purchaser. The Bidder shall promptly inform the Purchaser in writing, if any such revision or change is necessary.	Request to replace the standard of best efforts with reasonable efforts. Resources may need to be changed for various reasons (to increase efficiency etc) request to delete requirement of taking approval of NIXI.	<b>Clarification:</b>  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
47	7: General Conditions of the Contract	7.11 - Bidder's Obligations	51	7.11.10 Bidder's Organization e. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire reporting time period	Request to remove the requirement of availability for the entire project duration. The services are output based and not personal in nature to be performed by named individual.	<b>Clarification:</b> Tender conditions shall prevail
48	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	7.11.10 Bidder's Organization f. The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.	Request to clarify the intent the highlighted portion of this point (f).	<b>Clarification:</b> Tender conditions shall prevail
49	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	7.11.10 Bidder's Organization g. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/ charges in connection thereof	All travel and associated expenses undertaken at the request of the client will be subject to re-imbusement.	<b>Clarification:</b> Tender conditions shall prevail
50	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	7.11.10 Bidder's Organization i. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his/ her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.	Accenture wishes to clarify that it will be liable to remove any authorized representative or employee only if there is any proven misconduct on the part of the representative or the employee.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
51	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	7.11.10 Bidder's Organization j. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.	Request to remove the clause as the services are output based and nor personal in nature to be performed by named individual.	<b>Clarification:</b>  Tender conditions shall prevail
52	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	7.11.10 Bidder's Organization l. The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel	In any event please note that Accenture can only comply with such laws to the extent of those being applicable to it as an IT services provider.	<b>Clarification:</b>  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
53	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52, 53	<p>7.11.11 Adherence to safety procedures, rules regulations and restrictions</p> <p>7.11.12 Statutory Requirements</p> <p>a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard</p> <p>b. The Bidder and their personnel/ representative shall not alter/ change/ replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser</p> <p>c. The Bidder and their personnel/ representative shall not without consent of the Purchaser install any hardware or software not purchased/ owned by the Purchaser</p>	Request to remove the indemnification requirement. Further, the laws, regulation, acts or rules should be applicable to Accenture in the capacity of a service provider.	<p>Clarification:</p> <p>Tender conditions shall prevail</p>
54	7: General Conditions of the Contract	7.11 - Bidder's Obligations	52	<p>7.11.11 Adherence to safety procedures, rules regulations and restrictions</p> <p>a. Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.</p>	(a)Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time <b>during the performance of the services under this Contract.</b> All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.	<p>Clarification:</p> <p>Tender conditions shall prevail</p>
55	7: General Conditions of the Contract	7.11 - Bidder's Obligations	48	<p>7.11.2 The Bidder shall work as Registry Operator for all the domain names as mentioned at Clause 5.1.3. The Bidder shall continue to provide services to any new TLD launched at the same terms &amp; conditions of the RFP</p>	Any new work will be subject to a change control mechanism.	<p>Clarification:</p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
56	7: General Conditions of the Contract	7.11 - Bidder's Obligations	48	7.11.4 The Bidder shall ensure that the Bidder's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Service are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.	Request to remove the last two sentences of the clause. Acceptance criteria to be agreed between the Parties to access outcome.	<b>Clarification:</b>  Tender conditions shall prevail
57	7: General Conditions of the Contract	7.11 - Bidder's Obligations	49	7.11.7 Reporting Progress f. The IT infrastructure, services and manpower to be provided/ deployed by the Bidder under the Contract and the manner and speed of implementation & maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract	Request to remove the criteria of Purchaser's satisfaction. Accenture is willing to meet all the criteria that are agreed between the parties in writing.	<b>Clarification:</b>  Tender conditions shall prevail
58	7: General Conditions of the Contract	7.11 - Bidder's Obligations	49	7.11.7 Reporting Progress g. The Purchaser reserves the right to inspect and monitor/ assess the progress/ performance of the work/ services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/ performance of the Work/ Service.	Request to remove the point (g). Accenture has proposed a detailed audit arrangement in point h below.	<b>Clarification:</b>  Tender conditions shall prevail
59	7: General Conditions of the Contract	7.11 - Bidder's Obligations	49	7.11.7 Reporting Progress h. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all Documents and other details as may be required by them for this purpose	Request to remove point (h). Accenture proposes an alternate audit arrangement regarding in clause 7.15	<b>Clarification:</b>  Tender conditions shall prevail



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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
60	7: General Conditions of the Contract	7.11 - Bidder's Obligations	49	<p>7.11.7 Reporting Progress</p> <p>i. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to RFP requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.</p> <p>j. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.</p> <p>l. In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Programme for deployment of extra man power/ resources shall be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the Contract Value.</p>	<p>Accenture wishes to clarify for point (j) and (l) that if Accenture is required to deploy additional manpower or incur additional cost to maintain the delivery schedule for delays resulting from Purchaser's action, then Purchaser shall be liable to pay for all such additional costs and expenses.</p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>
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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
62	7: General Conditions of the Contract	7.11 - Bidder's Obligations	50	7.11.8 Knowledge of Site Conditions a. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.	Accenture will rely on the information provided in the RFP document and it will not separately conduct a due diligence to verify its accuracy. Any cost involved for variation in information as provided in the RFP, Purchaser will be liable to pay for the additional work.	<b>Clarification:</b>  Tender conditions shall prevail
63	7: General Conditions of the Contract	7.11 - Bidder's Obligations	50	7.11.8 Knowledge of Site Conditions b. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.	As discussed above, Accenture will rely on the information provided in the RFP document and it will not separately conduct a due diligence to verify its accuracy. Further, request to remove the requirement to comply with ad hoc instructions issued by Purchaser's representative as it may deviate from the scope originally agreed between the parties. For any amendment, parties will go through a change request mechanism.	<b>Clarification:</b>  Tender conditions shall prevail
64	7: General Conditions of the Contract	7.11 - Bidder's Obligations	50	7.11.8 Knowledge of Site Conditions c. The Bidder shall have conducted its own due diligence with regard to the information contained in The RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources.	As suggested above, Accenture will rely on the information provided by Purchaser and will not conduct its own due diligence.	<b>Clarification:</b>  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
65	7: General Conditions of the Contract	7.11 - Bidder's Obligations	50	<p>7.11.8 Knowledge of Site Conditions</p> <p>d. The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.</p>	Request to remove this clause, as it disclaims any kind of liability for Purchaser under the RFP.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
66	7: General Conditions of the Contract	7.11 - Bidder's Obligations	51	<p>7.11.9 Program of Work</p> <p>a. Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.</p>	<p>Request to remove the limited time period provided for submission of the program. Accenture is willing to submit the program within a reasonable period of time, to be decided at the time of contracting.</p> <p>Further, Purchaser will provide its acceptance or rejection of the program within the stipulated time (to be agreed during contracting) otherwise the program will be deemed to be accepted by Purchase.</p> <p>Request to delete the last sentence of point (a) as any event arising due to Accenture's fulfillment of approved program shall be Purchaser's responsibility and not Accenture's liability.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
67	7: General Conditions of the Contract	7.11 - Bidder's Obligations	51	7.11.9 Program of Work b. If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/ shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the bidder to develop/ adhere such a work plan shall be to his account.	Request to remove the last sentence regarding the payment of cost. Accenture is not willing to be liable for such kind of indirect and consequential damages as it's not a commercially viable option for Accenture.	<b>Clarification:</b>  Tender conditions shall prevail
68	7: General Conditions of the Contract	7.12 - Bidder's Personnel	53	7.12.2 All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.	Accenture will not share the detailed background report but is open to share the result of background check.	<b>Clarification:</b>  Tender conditions shall prevail
69	7: General Conditions of the Contract	7.14 - Contract Administration	53	7.14.3 The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf	Request to remove the reference of OEMs and third parties from the clause. Further, Accenture will not be liable for any oral representation made by its representative for the services involved in the project unless it's written down in a document and executed by both parties.	<b>Clarification:</b>  Tender conditions shall prevail
70	7: General Conditions of the Contract	7.14 - Contract Administration	53	7.14.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.	Request to clarify the content of the oral instructions that will be provided to Accenture. Accenture will perform the services as per the scope agreed between the parties in writing.	<b>Clarification:</b>  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
71	7: General Conditions of the Contract	7.15 - Purchaser's Right of Monitoring, Inspection and Periodic Audit	54	<p>7.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/ assess the progress/ performance/ maintenance of the .IN Registry at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.</p> <p>7.15.2 The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Bidder failing which these Purchaser may, without prejudice to any other rights that it may issue a notice of default.</p> <p>7.15.3 The Bidder shall at all times provide to the Purchaser or the Purchaser's Representative access to the Site</p>	<p>Request to remove the clause 7.15 and Accenture proposes the alternate arrangement: The physical copy of records pertaining and maintained by the Service Provider relating to this Contract only shall be available to the Purchaser for conducting audit during validity of this Contract. Purchaser will provide fourteen (14) days' prior written notice of its intention to conduct such an audit. Purchaser will conduct such audits in a manner that will result in minimal disruption to Service Provider's business operations and subject to confidential obligations agreed at that stage. Audits shall be conducted only during normal business hours and working days of Service Provider and that too once annually. Audit shall be conducted by Purchaser employees only and such third parties, which are mutually agreed (except for Service Provider's competitors), subject to agreeing confidentiality provisions with us and will not involve intrusive testing of Service Provider systems or IT environment. Purchaser will not be entitled to audit (i) data or information of other customers or Purchasers of Service Provider; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Service Provider quality assurance reviews and contract management reports; or (iv) any other Confidential Information of Service Provider that is not directly relevant for the authorized purposes of the audit</p>	<p><b>Clarification:</b> Tender conditions shall prevail</p>
72	7: General Conditions of the Contract	7.15 - Purchaser's Right of Monitoring, Inspection and Periodic Audit	54	<p>7.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/ assess the progress/ performance/ maintenance of the .IN Registry at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.</p>	<p>The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/ assess the progress/ performance/ maintenance of the .IN Registry at any time during the course of the Contract, after providing due notice to the Bidder <u>of seven days</u>. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require <u>pertaining to the project</u>, to enable it to assess the progress of the project.</p>	<p><b>Clarification:</b> Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
73	7: General Conditions of the Contract	7.15 - Purchaser's Right of Monitoring, Inspection and Periodic Audit	54	<p>7.15.2</p> <p>The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Bidder failing which these Purchaser may, without prejudice to any other rights that it may issue a notice of default.</p>	<p>The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through another Bidder, <b>who is not a competitor of the successful bidder and agrees to execute appropriate confidentiality undertaking</b>, as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Bidder failing which these Purchaser may, without prejudice to any other rights that it may issue a notice of default.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
74	7: General Conditions of the Contract	7.17 - Intellectual Property Rights	54	7.17 - Intellectual Property Rights	<p><u>Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest, that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement, and in respect of any modifications or enhancements made thereto (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.</u></p> <p><u>The successful bidder may use for any purpose any information which may be retained in the unaided memories of personnel performing the Services such as ideas, concepts, know-how, experience and techniques which do not contain any confidential information of the Purchaser. An employee's memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it.</u></p>	<p>Clarification: Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
75	7: General Conditions of the Contract	7.17 - Intellectual Property Rights	54, 55	<p>7.17.1 Purchaser shall own and have Intellectual Property Rights of all the deliverables which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.</p> <p>7.17.2 If Purchaser desires, Further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.</p>	<p>Accenture proposes the following alternate arrangement for IP ownership: Bidder proposes the following alternate arrangement for the ownership and license of IP: As between the parties, Purchaser will own the Intellectual Property owned by Purchaser or its Affiliates before the Effective Date or acquired by the Purchaser or its Affiliates after the Effective Date ("Purchaser-Owned Intellectual Property"). Any derivatives, modifications, enhancements or improvements to the Purchaser-Owned Intellectual Property developed by Accenture in connection with this Agreement ("Accenture Enhancements") will be owned by Purchaser. As between the parties, Accenture will own the Intellectual Property (i) owned by Accenture or its Affiliates before the Effective Date or (ii) developed by Accenture or its Affiliates other than pursuant to this Agreement or any other agreement with Purchaser (collectively the "Accenture-Owned Intellectual Property"). Any derivatives, modifications, enhancements or improvements to the Accenture-Owned Intellectual Property developed by Accenture will be owned by Accenture. To the extent Accenture incorporates or embeds Accenture-Owned Intellectual Property into any Work Product, then the following provisions will apply: Accenture will grant to Purchaser a non-exclusive, non-transferable, worldwide, royalty-free, perpetual license to use, maintain, modify, enhance and create derivative works of such embedded Accenture-Owned Intellectual Property to</p>	<p><b>Clarification:</b> 7.17.1 and 7.17.2 Tender conditions shall prevail</p>



Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
76	7: General Conditions of the Contract	7.17 - Intellectual Property Rights	54, 55	<p>7.17.3 The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services</p>	<p>of such embedded Accenture-Owned Intellectual Property to the extent necessary to use or maintain such Work Product for Purchaser's internal business purposes and solely as used in such Work Product and not as a "stand-alone" product or separately from such Work Product in which it is embedded. Accenture will not be deemed to have transferred or assigned any other rights to Purchaser with respect to any such embedded Accenture-Owned Intellectual Property Notwithstanding such license, Accenture will be the sole and exclusive owner of any modifications, enhancements and improvements to, or derivatives of, any such embedded Accenture-Owned Intellectual Property made by Purchaser or its contractors pursuant to the above license. Purchaser hereby assigns to Accenture without further consideration Purchaser's rights in and to any such modifications, enhancements and improvements and the same will be deemed part of the license granted to Purchaser pursuant above.</p> <p>The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause</p> <p>In the course of performance hereunder, Accenture may use or develop products, materials, tools, formats, templates and methodologies that are proprietary to Accenture or to third parties ("Proprietary Items"). As between Purchaser and Accenture, Proprietary Items will be deemed Confidential Information of Accenture. Proprietary items, if any, shall be designated as such by mutual agreement between the parties</p>	<p>Clause Amended as:</p> <p>7.17.3 The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified, as provided in Clause 7.21 (Indemnity) against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services</p>
77	7: General Conditions of the Contract	7.19 - Record of Contract Documents	56	7.19 Record of Contract Documents	Accenture requests deletion as it is not relevant for the nature of the services.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
78	7: General Conditions of the Contract	7.20 - Ownership and Retention of Documents	56	<p>7.20.1 The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract</p> <p>7.20.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents</p>	Request to delete the clause 7.20 in entirety. Accenture has proposed an alternate ownership language in clause 7.17. Also please note such rights will be payable upon payment of fees	<p>Clarification:</p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
79	7: General Conditions	7.21 - Indemnity	56	<p>7.21.1 The Bidder shall indemnify the Purchaser from and against all third party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. Purchaser/ User department stands indemnified from any claims that the hired manpower/ Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders</p>	<p>Accenture request for deletion Accenture will provide only the following limited indemnification to Purchaser but that will be subject to the following limitations: Accenture's Intellectual Property Indemnity covers only copyrights and trademarks and not patents. The reason for this is that providing an indemnity for Patents becomes a practical challenge and is not relevant for the services being provided by Accenture. It is difficult to figure out whether a product infringes third party patent or not. Additionally, a patent check would be required throughout the world resulting in additional costs. We therefore prefer to exclude patents from IP indemnity and provide protection for trademarks and copyright infringements. Accenture shall indemnify, hold harmless and defend Purchaser from and against any and all finally awarded third party claims which Purchaser may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any copyrights or trademark with respect to any Services rendered by Accenture in performing Accenture's obligations. If any item provided by a party is, or in the Indemnifying Party's reasonable opinion is likely to be, held to be infringing, the Indemnifying Party shall at its expense and option either (a) procure the right for the Indemnified Party to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing provided that such replacement or modification does not result in a</p>	<p><b>Clarification:</b> Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
	of the Contract	7.21 Indemnity	58	discharge of their duties in the fulfillment of the work orders. Purchaser/ User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder	<p>degradation of the performance or quality of the Services or Deliverable. If such option is not available on commercially reasonable terms, the Indemnifying Party will so notify the Indemnified Party who will cease use of such item and return it to the Indemnifying Party, and the parties will equitably adjust the charges to reflect the added expenses or discontinuation of Services. In such event the parties will seek to establish mutually acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement though the execution of a Change Request.</p> <p>The Indemnifying Party will not indemnify the Indemnified Party, however, to the extent the claim of infringement is caused by (i) the Indemnified Party 's misuse or modification of the item; (ii) a party's failure to use corrections or enhancements made available by the other party; (iii) use of the item in combination with any product or information not owned or developed by the Indemnifying Party and where such combination was not within the reasonable contemplation of the parties given the intended use of the item (iv) the Indemnified Party 's distribution, marketing or use for the benefit of third parties (other than to provide Services to the Purchaser hereunder) of an item; (v) information, direction, specification, software or materials provided by the Indemnified Party or any third party not under the Indemnifying Party's direction; or (vi) use of an item other than in accordance with the applicable license."</p>	

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
80	7: General Conditions of the Contract	7.21 - Indemnity	56	<p>7.21.1 The Bidder shall indemnify the Purchaser from and against all third party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. Purchaser/ User department stands indemnified from any claims that the hired manpower/ Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser/ User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder</p>	<p><del>Either party</del> The Bidder shall indemnify the <del>other party</del> Purchaser from and against all third party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. Purchaser/ User department stands indemnified from any claims that the hired manpower/ Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser/ User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Bidder's manpower while discharging their duty towards fulfilment of the work orders. <del>Either party</del> Purchaser shall provide <del>the other party</del> bidder with prompt notice of such claim and allow <del>the other party</del> Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder</p>	<p>Clarification: Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
81	7: General Conditions of the Contract	7.21 - Indemnity	56	<p>7.21.1 The Bidder shall indemnify the Purchaser from and against all third party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. Purchaser/ User department stands indemnified from any claims that the hired manpower/ Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser/ User department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder</p>	<p><u>Exceptions to Indemnity</u> <u>(a) Bidder shall not have any liability to the Purchaser under this clause to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by the Purchaser where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by the Purchaser; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing.</u></p> <p><u>Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for the Purchaser the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</u></p>	<p>Clarification: Tender conditions shall prevail</p>
82	7: General Conditions of the Contract	7.22 - Confidentiality	56	<p>7.22.1 The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract</p>	<p><u>Either party</u> The Bidder shall not use Confidential Information, the name or the logo of the <u>other party</u> Purchaser except for the purposes of providing the Service as specified under this contract</p>	<p>Clarification: Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
83	7: General Conditions of the Contract	7.22 - Confidentiality	56	7.22.2 The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC and DR architecture, <del>other party's</del> Purchaser's business or operations without the prior written consent of the Purchaser	<del>Either party</del> The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC and DR architecture, <del>other party's</del> Purchaser's business or operations without the prior written consent of the <del>other party</del> Purchaser	<b>Clarification:</b> Tender conditions shall prevail
84	7: General Conditions of the Contract	7.22 - Confidentiality	57	7.22.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser	<del>Either party</del> The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the <del>other party</del> Purchaser	<b>Clarification:</b> Tender conditions shall prevail
85	7: General Conditions of the Contract	7.22 - Confidentiality	57	7.22.7 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause	<del>Either party</del> The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the <del>other party</del> Bidder in relation to a dispute arising out of breach of obligation by the <del>other party</del> Bidder under this clause	<b>Clarification:</b> Tender conditions shall prevail
86	7: General Conditions of the Contract	7.23 - Taxes	58	7.23.7 Should the Bidder fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/ Bidder	All prices are quoted exclusive of taxes and duties. These are payable by NIXI. Parties to agree on Tax and GST clauses. Request to remove the indemnification requirement in clause 7.23.7 as Accenture doesn't agree to provide indemnify for taxes.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
87	7: General Conditions of the Contract	7.24 - Term and Extension of the Contract	58	7.24.3 Additional period up to 360 days (in four instalments of 90 days each) as deemed appropriate (NIXI reserve right to extend the agreement with Bidder), term and conditions for SLA, penalty and Prices for On premise services & Manpower shall remain same as given for 5th Year	Additional period up to 360 days (in four instalments of 90 days each) as deemed appropriate (NIXI reserve right to extend the agreement with Bidder), term and conditions for SLA, penalty and Prices for On premise services & Manpower <b>as mutually discussed and agreed upon shall remain same as given</b> <del>for 5th Year</del>	<b>Clarification:</b> Tender conditions shall prevail
88	7: General Conditions of the Contract	7.24 - Term and Extension of the Contract	58	7.24.4 Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative Bidder/ service provider or create its own infrastructure to operate such Services as are provided under this Contract	Accenture wishes to clarify that any additional time period will be mutually agreed as Accenture cannot undertake to perform services for the additional period without any idea when it will end.	<b>Clarification:</b> Tender conditions shall prevail
89	7: General Conditions of the Contract	7.26 - Change Orders/ Alteration/ Variation	59	7.26 - Change Orders/ Alteration/ Variation	Accenture requests for deletion and proposes the following arrangement regarding change control mechanism: Changes to the scope of the Services shall be made only in writing executed by authorised representatives of both parties ("Change Request"). Accenture will not be obliged to work on a change until the parties agree in writing upon its fee and/or schedule impact. Accenture shall be entitled to charge Purchaser at Accenture's then current rates for examination of the effect of any changes requested by Purchaser. Notwithstanding the foregoing, if Accenture, at the request of or with the consent of Purchaser, performs work that is not covered by Annexure 1 - Statement of work or that exceeds the scope of the Services defined in the such Statement of work, such work shall be deemed Services provided pursuant to this Agreement for which Purchaser shall compensate Accenture in accordance with Accenture's usual fee rates or such other rates as the parties may specifically agree in the circumstances.	<b>Clarification:</b> Tender conditions shall prevail



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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
90	7: General Conditions of the Contract	7.26 - Change Orders/ Alteration/ Variation	59	<p>7.26.1</p> <p>The Bidder agrees that the Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser</p> <p>a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/ or addition shall be carried out by the Bidder without any time and cost effect to Purchaser</p> <p>b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/ Contract. Any upward revisions/ additions of specifications, technical manpower, Service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation/ commissioning of the .IN Registry infrastructure or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried as per mutual consent</p>	Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/ or addition shall be carried out by the Bidder <b>on mutually agreed rates</b> without any time and cost effect to Purchaser.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
91	7: General Conditions of the Contract	7.26 - Change Orders/ Alteration/ Variation	59	<p>7.26.2</p> <p>The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services) the Service requirements, as mentioned in the Contract, at any time during the Contract period.</p>	The Purchaser may at any time, by a written change order given to the Bidder, <b>subject to mutual consent of both parties</b> , make changes within the general scope of the Contract. <i>The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services) the Service requirements, as mentioned in the Contract, at any time during the Contract period.</i> <b>Increase in Service requirements will be at mutually agreed rates. Any decrease in the service requirements, as mentioned in the Contract shall not be +10% of Total contract value.</b>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
92	7: General Conditions of the Contract	7.27 - Suspension of Work	61	7.27 - Suspension of Work	Request to remove the clause 7.27 in entirety.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
93	7: General Conditions of the Contract	7.27 - Suspension of Work	61	7.27.1 The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of Works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.	7.27.1 The Bidder shall <b>in Force Majeure events</b> , if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. <b>In any other scenario, the Purchaser shall give a prior notice of 30 days to the Bidder. The Bidder, for such other scenarios, the Bidder shall be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspensino of the Works.</b> An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of Works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than <b>15 days 2 months</b> , the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.	Clarification: Tender conditions shall prevail
94	7: General Conditions of the Contract	7.27 - Suspension of Work	61	7.27.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his Performance Bank Guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.	<i>7.27.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his Performance Bank Guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.</i>	Clarification: Tender conditions shall prevail
95	7: General Conditions of the Contract	7.28 - Time is of Essence	61	7.28.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Bidder by the completion date	Request to remove this clause. Purchaser already has remedies in the Agreement and under law for delay.	Clarification: Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
96	7: General Conditions of the Contract	7.29 - Completion of Contract	61	7.29.1 Unless terminated earlier, pursuant to Clauses 7.4 - Representations & Warranties, 7.17.3, 7.20 - ownership and Retention of Documents, and 7.22 - Confidentiality above, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 7.34 - Consequences of Termination are fulfilled to the satisfaction of the Purchaser	Request to remove the clause in entirety.  The contract will continue for a fixed period of time as agreed between the parties unless terminated as per the agreed upon contractual provisions.	Clarification:  Tender conditions shall prevail
97	7: General Conditions of the Contract	7.31 - Event of Default by the Bidder	61	7.31 - Event of Default by the Bidder	Request to remove the clause 7.31 in entirety.  Any termination for cause by either Party will ( a) based on material non-compliance (b) based a written notice which provides reasons for the termination and(c) a cure period of not less than 120 days during which the defaulting Party may remedy the material non-compliance.	Clarification:  Tender conditions shall prevail
98	7: General Conditions of the Contract	7.32 - Consequences of Event of Default	62	7.32 - Consequences of Event of Default	Request to remove the clause 7.32 in entirety.  Upon termination Bidder shall be paid for following: a) deliverables in progress, b) expenses incurred by Bidder prior to the date of termination and c) for any out-of-pocket demobilization or other direct costs resulting from such early termination. (d) termination fees to cover the investments already made by the Bidder.	Clarification:  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
99	7: General Conditions of the Contract	7.32 - Consequences of Event of Default	62	<p>7.32.4                      Terminate the Contract in Part of Full</p> <p>a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.</p> <p>b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law</p>	<p>Bidder requests modification: -</p> <p>a. <i>Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.</i></p> <p>b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, <del>recover such other costs/losses and other amounts from the Bidder as may have resulted from such default</del> and pursue such other rights and/or remedies that may be available to the Purchaser under law.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
100	7: General Conditions of the Contract	7.33 - Termination	63	7.33 - Termination	<p>Accenture would request that any termination be based on objective criteria of non compliance with material terms and not based on subjective terms such as "in the opinion of the Purchaser"</p> <p>Further following</p> <p>(a) Bidder also to have similar termination rights.</p> <p>(b) The right to terminate the Agreement for convenience shall not be available to either party during first [---] years from the commencement of services.</p> <p>(c) in case of termination by Purchaser for convenience, Purchaser shall also be liable to pay costs for the services, all expenses incurred by Bidder including but not limited to demobilization costs, break fees etc. and an early termination fees which shall be agreed between the Parties during contracting</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
101	7: General Conditions of the Contract	7.33 - Termination	63	7.33.1 e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, NIXI shall pay for accepted goods/services completed upto the date of termination	e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, NIXI shall pay for <del>all accepted goods delivered &amp; services rendered completed</del> <b>including work in progress</b> upto the <b>effective</b> date of termination.	<b>Clarification:</b> Tender conditions shall prevail
102	9: Scope of Work	9.17 - Third Party Audit of Services	93	9.17 - Third Party Audit of Services	Request to remove the Audit Services from the scope as it's a licensed activity and Accenture in not authorized to conduct audits.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
103	Annexure-II: Service Level Agreement	Annexure-II - Service Level Agreement	111	Annexure-II - Service Level Agreement	<p>Accenture requests to remove the SLAs. The parties will decide upon the SLA terms at the time of contracting if the RFP is awarded to Accenture. However, at a minimum, the SLA provision should address the following issues:                      Parties will also agree upon a baselining period during which no service levels will be applicable.                      Purchaser's rights to any penalties agreed to be paid or payable by Accenture for default of agreed service levels under relevant Statement of Work shall be counted towards overall liability limits of Accenture under this Agreement. Also such penalties, if any, agreed under an applicable Statement of Work for default of agreed service levels will be sole and exclusive liability of Purchaser. Parties will also agree on a mechanism for earn-back of the service level credits or penalties under each such applicable Statement of Work. Any change or new service level will be mutually agreed by the Parties, not more than once under an applicable Statement of Work, as part of change request. For any changed or new service level there will be a minimum of 3 months of baselining during which such changed or new service levels will not be applicable. Parties agree that there will be an overall cap on the service level credits or penalties [not to be greater than 5% of] the quarterly fees payable to Accenture. Service levels will be measured on quarterly basis. If a single incident results in the failure of Accenture to meet more than one service level, Purchaser shall select only one of such service level defaults for which Purchaser shall receive a service level credit, and the resulting multiple service level defaults shall only be considered as a single service level default for purposes of calculation of penalty.</p>	<p><b>Clarification:</b>                      Tender conditions shall prevail</p>
104	Annexure III: Manpower Details	Annexure III - Manpower Details	120	Note: It is mandatory that the resource proposed for the Project Manager position should not change till the Transition of the .IN domain Registry.	Request to remove the requirement as the services are output based and not personal services of named individual.	<p><b>Clarification:</b>                      Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
105	Annexure IV: Forms	Form A.3: Pre-qualification Bid Cover Letter	127	Form A.3: Pre-qualification Bid Cover Letter	Accenture wishes to clarify that its obligation to abide by the RFP terms statement in Form A.3 will be subject to the deviations submitted by Accenture along with the proposal.	<b>Clarification:</b> Tender conditions shall prevail
106	Annexure IV: Forms	Form A.6: Conflict of Interest (Company Letter head)	132	Form A.6: Conflict of Interest (Company Letter head)	Request to remove the indemnification obligation contained in the Form A.6	<b>Clarification:</b> Tender conditions shall prevail
107	Annexure IV: Forms	Form A.8: Technical Bid Cover Letter	134	Form A.8: Technical Bid Cover Letter	Accenture wishes to clarify that its obligation to abide by the RFP terms statement in Form A.3 will be subject to the deviations submitted by Accenture along with the proposal.	<b>Clarification:</b> Tender conditions shall prevail
108	Annexure IV: Forms	Form A.14: Commercial Bid Letter	141	Form A.14: Commercial Bid Letter	Request to remove the Deviation paragraph from the A.14 form. Accenture cannot agree to "strict" performance nor can it provide any service guarantee bond	<b>Clarification:</b> Tender conditions shall prevail
109	Annexure IV: Forms	Form A.17: Undertaking/ letter by TSP to Third Party Vendors including DC & DR	146	Form A.17: Undertaking/ letter by TSP to Third Party Vendors including DC & DR	Please note 14.17 A 14 is not relevant as Accenture is only providing on re-sale terms	<b>Clarification:</b> Tender conditions shall prevail
110	7: General Conditions of the Contract	7.34 - Consequences of Termination	63	7.34.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder	Already covered above Request to remove clause 7.34.2 Purchaser is free to obtain the service from any third party after termination of the Agreement but Accenture will not be liable to pay for it.	<b>Clarification:</b> Tender conditions shall prevail
111	General	General	N.A.	N.A.	1. Accenture is not an auditing or legal advising firm. Hence please note that nothing in this RFP will require, or should be construed as requiring, Bidder to provide legal, tax or, audit, medical, accounting advice to NIXI. Any information provided in connection with the Services will not be construed as legal, auditing, assurance, taxation, financial advice and will not be intended to be a substitute for financial, taxation, auditing, legal counsel or expert evidence on any subject matter.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
112	General	General	N.A.	N.A.	2. NIXI shall retain responsibility for obtaining any regulatory approvals and for compliance with all applicable federal, state and local laws and regulations relating to the Project and to its use of the Services and the Deliverables, including but not limited to securities, antitrust, labor, environmental and consumer protection laws. NIXI acknowledges that Accenture is not obligated or expected to determine whether its Services, Deliverables, suggestions or recommendations, if implemented, would comply with such laws. Accenture, however, shall be responsible for compliance with all laws in connection with its own performance of the Services.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
113	General	General	N.A.	N.A.	3. To the extent that an NIXI third party provider is directly or indirectly involved and/or implicated in the scope of work detailed in this proposal such a third party will be deemed to be under the control of NIXI. Accenture will not be responsible for the successful delivery by (or to) that third party or its deliverables nor would Accenture be accountable for the actions of that third party. NIXI shall be responsible for the contractual relationship with third parties and for ensuring that they cooperate with Accenture.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
114	9: Scope of Work	9.8 - Migration/ Transition Plan	89	9.8.17 Migrate virtual devices when the device or its associated software is migrated from a version/ model to another while adhering to the uptime SLA	Bidder needs to know the detail of current Virtual Devices.	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
115	9: Scope of Work	9.13-Dashboard, Reporting and Billing	90	9.13-Dashboard, Reporting and Billing	Please Clarify, do NIXI requires the centralize monitoring of Deploying Hardware as well?	<p><b>Clarification:</b></p> <p>Centralised monitoring is for transactions, SLA and Billing</p>
116	9: Scope of Work	9.14-Training	91	9.14-Training	Please Clarify, Do NIXI requires the Training for Underlying Hardware infrastructure also?	<p><b>Clarification:</b></p> <p>Please refer to Clause 9.14.6 of the RFP</p>



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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
117	6: Instructions to the Bidders	6.18 - Earnest Money Deposit (EMD)	32	6.18.5 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 6.33 - Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 6.19 - Performance Bank Guarantee.	**to sign the Contract on Terms and conditions as mutually discussed and agreed upon in accordance with Clause 6.33 - Award of Contract; or **to furnish Performance Bank Guarantee for contract performance in accordance with Clause 6.19 - Performance Bank Guarantee subject to deviations suggested for the clause	Clarification: Tender conditions shall prevail
118	6: Instructions to the Bidders	6.18 - Earnest Money Deposit (EMD)	32	6.18.5 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 6.33 - Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 6.19 - Performance Bank Guarantee.	EMD to be discharged <u>within 7 days of Award of contract</u> and Furnishing the Bank Guarantee	Clarification: Tender conditions shall prevail
119	6: Instructions to the Bidders	6.19 - Performance Bank Guarantee	33	6.19.5 Within 21 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 60 months in accordance with the Conditions of Contract	Within 21 days <u>from the execution of the contract with</u> of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 60 months in accordance with the Conditions of Contract.	Clarification: Tender conditions shall prevail
120	6: Instructions to the Bidders	6.20 - Period of Validity of Bids	33	6.20.2 In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity upto 180 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required.	In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity upto 180 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required. <u>Any such extension to be made post mutual consent from the SI.</u>	Clarification: Tender conditions shall prevail
121	6: Instructions to the Bidders	6.27 - Modification and Withdrawal of Bids	34	6.27.3 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist/ debarred such bidder for next 3 years from participating in any NIXI tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.	If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist/ debarred such bidder for next 3 years from participating in any NIXI tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.	Clarification: Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
122	6: Instructions to the Bidders	6.33 - Award of Contract	35	6.33.5 Bidder has to agree for honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the work orders placed by NIXI	Bidder has to agree for honouring all RFP conditions <u>subject to the deviations/ modifications proposed by the bidder during the pre-bid stage</u> and adherence to all aspects of fair trade practices in executing the work orders placed by NIXI	<b>Clarification:</b> Tender conditions shall prevail
123	6: Instructions to the Bidders	6.33 - Award of Contract	35	6.33.6 If the name of the system/ service/ process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIXI and the obligations with NIXI taken by the Vendor with respect to the product with the old name shall be passed on along with the product so Renamed	The Parties will undergo the change request mechanism if there is any change other than just mere nomenclature change of the services or processes that Accenture is required to provide.	<b>Clarification:</b> Tender conditions shall prevail
124	6: Instructions to the Bidders	6.33 - Award of Contract	35	6.33.8 NIXI may, at any time, terminate the contact by giving written notice to the Bidder without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to NIXI	Request to delete this clause, as it is very onerous for Accenture to accept this obligation. Any termination for convenience must be upon written notice of atleast 90 days . In such event Accenture is to be paid for all services till termination and additionally any de-mobilization or termination costs	<b>Clarification:</b> Tender conditions shall prevail
125	6: Instructions to the Bidders	6.33 - Award of Contract	36	6.33.9 If at any time, during the period of contract including the extended period, the bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this contract he shall notify the same to the purchaser and extend such reduced prices to the purchaser with immediate effect. In the event of lowering of government levies subsequent to the finalization of the contract, the Bidder shall automatically pass on the benefits to NIXI, and in the event of increasing of government levies subsequent to the finalization of the panel; NIXI shall automatically pass the benefits to the Bidder, if the same have been explicitly given in this RFP.	<del>If at any time, during the period of contract including the extended period, the bidder offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this contract he shall notify the same to the purchaser and extend such reduced prices to the purchaser with immediate effect. In the event of lowering of government levies subsequent to the finalization of the contract, the Bidder shall automatically pass on the benefits to NIXI, and in the event of increasing of government levies subsequent to the finalization of the panel; NIXI shall automatically pass the benefits to the Bidder, if the same have been explicitly given in this RFP.</del>	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
126	7: General Conditions of the Contract	7.34 - Consequences of Termination	63	7.34.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder	In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder <u>subject to maximum of 5% of the value of the goods/services for which alternative option is sorted to.</u>	<b>Clarification:</b> Tender conditions shall prevail
127	7: General Conditions of the Contract	7.34 - Consequences of Termination	63	7.34.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/ omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor/ other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/ any functions as stipulated by the Purchaser and as may be proper and	Request to remove clause 7.34.3	<b>Clarification:</b> Tender conditions shall prevail
128	7: General Conditions of the Contract	7.34 - Consequences of Termination	64	7.34.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law	Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, <del>enforce the Deed of Indemnity</del> and pursue such other rights and/or remedies that may be available to the Purchaser under law	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
129	7: General Conditions of the Contract	7.36 - Liquidated Damages	64	7.36 - Liquidated Damages	<p>Request to remove the clause. LDs, are to be finalized be agreed upon at the time of contracting. The LD provision should cover the following at a minimum:</p> <p>(i) Liquidated damages to be the sole and exclusive remedy of Purchaser against all delays;</p> <p>(ii) Such liquidated damages shall only be imposed if the delays can be solely attributable to the acts of the bidder;</p> <p>(iii) the maximum liability of Accenture with respect to all LD or Penalty mentioned under this Agreement in aggregate to be [not greater than 5%] of the cost of activity delayed;</p> <p>(iv) Liquidated damages shall be counted towards the overall liability of Accenture while computing the overall liability of Accenture during each phase;</p> <p>(v) we should have an earn back provision in case we are able to meet the overall timelines, in which event we shall be paid back the Liquidated Damages which has been levied on us till that time;</p> <p>(vi) we also like to have a provision for incentives where we are paid incentive payments in case we are able to complete the work ahead of the timelines scheduled.</p> <p>(vii) Accenture shall not be responsible for any delays or non-performance of OEM's, other parties or Purchaser.</p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
130	7: General Conditions of the Contract	7.36 - Liquidated Damages	64	<p>7.36.1 Subject to Clause 7.45 - Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:</p> <p>a. Recover from the Bidder, as liquidated damages of INR 9,00,000 (Rupees Nine Lacs only) for each day delay beyond the Scheduled completion date or part thereof, subject to a maximum equivalent to value of "Contract Performance Guarantee". For the purpose of liquidated damages, the scheduled completion date shall be taken as date of Acceptance of system.</p> <p>AND/ OR</p> <p>b. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser</p> <p>7.36.2 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.</p> <p>7.36.3 Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages</p>	<p>7.36.1 Subject to Clause 7.45 - Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:</p> <p>a. Recover from the Bidder, as liquidated damages of INR 9,00,000 (Rupees Nine Lacs only) @ <b>0.5% of the value of the deliverables in delay for each week of delay until actual date of UAT, subject to a maximum of 5% deliverables in delay for each day delay beyond the Scheduled completion date or part thereof</b>, subject to a maximum equivalent to value of "Contract Performance Guarantee". For the purpose of liquidated damages, the scheduled completion date shall be taken as date of Acceptance of system.</p> <p>The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands <b>under this contract only</b> (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
131	7: General Conditions of the Contract	7.37 - Dispute Resolution	65	7.37 - Dispute Resolution	Accenture will not be obligated to undertake any work which is under dispute	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
132	7: General Conditions of the Contract	7.37 - Dispute Resolution	65	7.37.11 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 2015 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause	7.37.11 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, <del>1996, as amended from time to time, 2015</del> and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause	Clarification: Tender conditions shall prevail
133	7: General Conditions of the Contract	7.37 - Dispute Resolution	65	7.37.3 In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with the Contract, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 2015. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Bidder. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by according to the provision of Arbitration and Conciliation Act 2015.	7.37.3 <del>Except as otherwise provided elsewhere in the Contract, if any in the case of a dispute or difference arises arising between the Purchaser and the Bidder relating to any matter arising out of or connected with the Contract, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time</del> Arbitration and Conciliation Act 2015. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Bidder. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by according to the provision of Arbitration and Conciliation Act 2015 <del>Arbitration and Conciliation Act, 1996, as amended from time to time.</del>	Clarification: Tender conditions shall prevail
134	7: General Conditions of the Contract	7.37 - Dispute Resolution	65	7.37.4 The Arbitration and Conciliation Act 2015, the rules hereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings	7.37.4 The <del>Arbitration and Conciliation Act, 1996, as amended from time to time</del> Arbitration and Conciliation Act 2015, the rules hereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings	Clarification: Tender conditions shall prevail

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
135	7: General Conditions of the Contract	7.37 - Dispute Resolution	65	7.37.7 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.	<del>7.37.7 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.</del>	Clarification: Tender conditions shall prevail
136	7: General Conditions of the Contract	7.38 - Transfer of Ownership	66	7.38.1 The Bidder must transfer all good, clear and unencumbered titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates etc. related to the system designed, developed, installed and maintained by the Bidder	The Bidder must transfer all good, clear and unencumbered titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates etc. related to the system designed, developed, installed and maintained by the Bidder	Clarification: Tender conditions shall prevail

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
137	7: General Conditions of the Contract	7.39 - Limitation of the Bidder's Liability towards the Purchaser	66	<p>7.39.1                      Except in case of gross negligence, wilful misconduct, breach of Applicable Laws, breach of representations &amp; warranties and breach of indemnity provisions on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser</p> <p>a. For any indirect or consequential loss or damage; and                      b. For any direct loss or damage that exceeds the total payments payable under his contract to the Bidder hereunder</p>	<p>Request to remove Section 7.39 in entirety. Accenture proposes the alternate Liability position, which is more relevant for the services performed:</p> <p>Request to remove Section 7.39 in entirety. Accenture proposes the alternate Liability position, which is more relevant for the services performed:</p> <p>Accenture's aggregate liability (whether in contract, tort (including, without limitation, negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising to Purchaser concerning performance or non-performance by Accenture, or in any manner related to this Agreement, for any and all claims, shall be limited to an amount equal to 100% of the charges paid to Accenture under this Agreement during the two (2) month period immediately preceeding the first event giving rise to the claim.</p> <p>In no event shall either party be liable (whether in contract, tort (including, without limitation, negligence or breach of statutory duty), under an indemnity or otherwise howsoever arising) for loss of revenues, loss of goodwill or reputation, loss of anticipated savings, loss of competitive advantage, or for any special, indirect, incidental, punitive or consequential loss, damage, cost or expense.</p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>
138	7: General Conditions of the Contract	7.39 - Limitation of the Bidder's Liability towards the Purchaser	66	<p>7.39.1                      Except in case of gross negligence, wilful misconduct, breach of Applicable Laws, breach of representations &amp; warranties and breach of indemnity provisions on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser</p> <p>a. For any indirect or consequential loss or damage; and                      b. For any direct loss or damage that exceeds the total payments payable under his contract to the Bidder hereunder</p>	<p>Except in case of gross negligence, wilful misconduct, breach of Applicable Laws, breach of representations &amp; warranties and breach of indemnity provisions <b>third party claims for loss or damages</b> on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser:</p> <p>a. For any indirect or consequential loss or damage; and                      b. For any direct loss or damage that exceeds payable under this contract to the Bidder hereunder <b>exceed in the aggregate and in respect of each SOW formed hereunder an amount equal to the average annual Charges paid to the Bidder by the Purchaser under the relevant SOW.</b></p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>



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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
139	7: General Conditions of the Contract	7.4 - Representations & Warranties	44	7.4 - Representations & Warranties	<p>Request to remove the entire clause as it's too broad. Accenture is willing to provide the following warranties and representations which are more appropriate for the services involved:</p> <p>Accenture warrants that its Services will be performed in a good and workmanlike manner with reasonable skill and care. Accenture agrees to reperform any Services not in compliance with this warranty brought to its attention within a reasonable time after those Services are performed.</p> <p>Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of the country in which it is incorporated; and (ii) it has all requisite corporate authority to execute, deliver and perform its obligations under this Agreement.</p> <p>Accenture's only express warranties concerning the Services, any Deliverables and any work product, and are made expressly herein in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, satisfactory quality, adequacy or otherwise to the extent permitted by law and all such warranties are hereby excluded to the fullest extent permitted by law.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
140	7: General Conditions of the Contract	7.4 - Representations & Warranties	45	<p>7.4.1</p> <p>g. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits</p>	<p>(g) <del>That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits</del></p> <p>If the above is not agreeable, the following can be proposed:</p> <p>(g) <b>To the best of the bidder's knowledge,</b> <del>t</del>That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
141	7: General Conditions of the Contract	7.4 - Representations & Warranties	45	7.4.1 h. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/ product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.	(h) That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/ product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto <b>subject to clause 7.21 (Indemnity).</b>	<b>Clause Amended as:</b>  7.4.1 (h) That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/ product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 7.21 (Indemnity)
142	7: General Conditions of the Contract	7.4 - Representations & Warranties	46	7.4.1 o. That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto	(o) That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto <b>subject to clause 7.21 (Indemnity).</b>	<b>Clause Amended as:</b>  7.4.1 (o) That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 7.21 (Indemnity)

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
143	7: General Conditions of the Contract	7.4 - Representations & Warranties	46	7.4.1 s. That the Bidder shall not employ serving Purchaser Employees without prior permission of the Purchaser. The Bidder also confirms that it shall not employ ex-personnel of Purchaser within the initial two years period after their retirement/ resignation/ severance from the service without specific permission of Purchaser. The Purchaser may decide not to deal with such company(s)/ firm(s) who fails to comply with this confirmation.	(s) <del>Either party</del> That the Bidder shall not employ serving <del>other party's</del> Purchaser Employees without prior <del>written</del> permission of the <del>first party</del> Purchaser for a initial period of one year. <del>Either party</del> The Bidder also confirms that it shall not employ ex-personnel of the <del>other party</del> Purchaser within the initial two years period after their retirement/ resignation/ severance from the service without specific permission of the <del>first party</del> Purchaser. <del>The Purchaser may decide not to deal with such company(s)/ firm(s) who fails to comply with this confirmation.</del>	Clause Amended as:  7.4.1 (s) Either party shall not employ serving other party's employees without prior written permission of the first party for a initial period of one year. Either party also confirms that it shall not employ ex-personnel of the other party within the initial two years period after their retirement/ resignation/ severance from the service without specific permission of the first party.
144	7: General Conditions of the Contract	7.4 - Representations & Warranties	46	7.4.1 t. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. to meet the requirements of the applications	(t) That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis <del>during the term of the Contract</del> , in tuning all supplied assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. to meet the requirements of the applications	Clarification:  Tender conditions shall prevail
145	7: General Conditions of the Contract	7.44 - Publicity	66	7.44.1 The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent	We request that this clause be made mutual and applicable on both parties. Accenture requests that for Accenture's reasonable requests consent is given	Clarification:  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
146	7: General Conditions of the Contract	7.46 - General	68	7.46.2 No Assignment The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser	No Assignment The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.  <u>The Purchaser shall not assign, delegate or otherwise transfer any of its liabilities or obligations under this contract without prior written permission of the Bidder.</u>  <u>The Bidder may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and the Purchaser expressly consents to such assignments.</u>	<b>Clarification:</b>  Tender conditions shall prevail
147	7: General Conditions of the Contract	7.46 - General	68	7.46.3 Survival The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.	Accenture wishes to clarify that the confidentiality obligation will survive for 5 years after termination of the Agreement.	<b>Clarification:</b>  Tender conditions shall prevail
148	7: General Conditions of the Contract	7.47 - Exit Management Plan	69	7.47 - Exit Management Plan	Accenture proposes to negotiate and finalize the Exit management plan after the finalization of the Contract. Any services provided pursuant to the exit management will be paid services.	<b>Clarification:</b>  Tender conditions shall prevail
149	7: General Conditions of the Contract	7.49 - Issue Management Procedures	70	7.49 - Issue Management Procedures	Accenture would like to reserve the right to negotiate this provision at the time of contracting.	<b>Clarification:</b>  Tender conditions shall prevail
150	7: General Conditions of the Contract	7.5 - Scope of Contract	46	7.5.1 Scope of the Contract shall be as defined in Section 9 - Scope of Work and Annexures thereto of this RFP	Scope will be as agreed between the Parties in writing (as an Annexure to this Agreement)	<b>Clarification:</b>  Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
151	7: General Conditions of the Contract	7.5 - Scope of Contract	46	7.5.2 Purchaser has engaged the Bidder for "Providing Technical Services to Operate and Maintain .IN Registry" through which the Purchaser intends to perform all .IN Registry Operations. The TSP is required to provide such services, support and infrastructure as the Purchaser may deem proper and necessary, during the term of the Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements. (hereinafter 'scope of work').	Request to remove the provision that suggests Accenture is required to provide such services, support and infrastructure as the Purchaser may deem proper and necessary or required to meet its business requirements. Accenture is willing to undertake all activities which is agreed between the parties under the scope provision of the RFP or in the definitive contract executed between the parties. Any further activities will need to be mutually agreed as per a change control mechanism	<b>Clarification:</b> Tender conditions shall prevail
152	7: General Conditions of the Contract	7.5 - Scope of Contract	46	7.5.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.	Request to delete this provision. Any additional work will be subject to a change request mechanism.	<b>Clarification:</b> Tender conditions shall prevail
153	7: General Conditions of the Contract	7.50 - Change Control	73	7.50 - Change Control	Request this to be replaced with the Change Control Procedure suggested by Bidder above	<b>Clarification:</b> Tender conditions shall prevail
154	7: General Conditions of the Contract	7.50 - Change Control	73	7.50.1 (b) ii. The Bidder and NIXI, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work including ancillary and concomitant services required as detailed in RFP. The value of each CNS request should not be exceeding 5% of the total billed amount in any case and overall cost of CNSs, during the term of project, shall not exceed 10% of the billed amount.	Bidder request deletion of this clause. Change request will be required as and when there is change in Scope , project deliverables, timelines etc.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
155	7: General Conditions of the Contract	7.6 - Key Performance Measurements	47	7.6.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency	Accenture wishes to clarify that the latest document executed between the parties will prevail over other documents of similar subject matter.	Clarification: Tender conditions shall prevail
156	7: General Conditions of the Contract	7.6 - Key Performance Measurements	47	7.6.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. These changes shall be carried as per mutual consent	Any amendment shall be subject to a change control mechanism and mutual agreement before it becomes applicable on the parties.	Clarification: Tender conditions shall prevail
157	7: General Conditions of the Contract	7.7 - Performance Bank Guarantee	47	7.7.1 Within 21 days after the receipt of notification of award of the Contract from the Purchaser, the successful bidder shall furnish Performance Bank Guarantee to the Purchaser, which shall be of INR 8,00,00,000/- (Rupees Eight crore only) and shall be in the form of a Bank Guarantee Bond from a Scheduled commercial Bank/ Nationalized Bank in the proforma given at Annexure IV - Forms (Form A.16)	Within 21 days after the receipt of notification of award from the execution of the Contract from with the Purchaser, the successful bidder shall furnish Performance Bank Guarantee to the Purchaser, which shall be of INR 8,00,00,000/- (Rupees Eight crore only) and shall be in the form of a Bank Guarantee Bond from a Scheduled commercial Bank/ Nationalized Bank in the proforma given at Annexure IV - Forms (Form A.16)	Clarification: Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
158	7: General Conditions of the Contract	7.8 - Commencement and progress	47	<p>7.8.4</p> <p>The Bidder shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.</p>	<p>Request to remove clause 7.8.4. Accenture proposes the following alternate arrangement:</p> <p>Services will be performed in a good and workmanlike manner with reasonable skill and care.</p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>
159	7: General Conditions of the Contract	7.8 - Commencement and progress	47	<p>7.8.5</p> <p>The Bidder under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the .IN Registry infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Purchase Order.</p>	<p>Accenture wishes to clarify that any specification needs to be agreed between the parties in writing before becoming applicable on Accenture. Therefore, please remove the reference of specifications issued by the institution. Also, request to remove the reference of procurement of infrastructure from the section as the Hardware and software required for the project shall be on a resale basis as suggested above.</p>	<p>Clarification:</p> <p>Tender conditions shall prevail</p>

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
160	7: General Conditions of the Contract	7.9 - Standards of Performance	48	7.9.1 The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.	Request to remove the clause in entirety. Accenture proposes the following alternate language: Services will be performed in a good and workmanlike manner with reasonable skill and care.	Clarification:  Tender conditions shall prevail
161	7: General Conditions of the Contract	7.48 - IT Act 2008 (Amendment)	70	Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (amendment)	Accenture will be liable for the obligations under the IT Act that are applicable to Accenture as a service provider.	Clarification:  Tender conditions shall prevail
162	7: General Conditions of the Contract	7.22 - Confidentiality	56	N.A.	<u>Information which is required to be disclosed pursuant to a court order or government authority is excluded from confidentiality clause subject to notice by receiving party to the disclosing party prior to such disclosure and where feasible, giving the disclosing party a reasonable opportunity to secure a protective order or take other action as appropriate.</u>	Clarification:  Tender conditions shall prevail
163	7: General Conditions of the Contract	7.33 - Termination	63	7.33 - Termination	<u>The Bidder may terminate the contract by at least 30 days' written notice, in the event of non-payment of undisputed invoices for 30 days from the due date.</u>	Clarification:  Tender conditions shall prevail



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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
164	7: General Conditions of the Contract	7.36 - Liquidated Damages	64	N.A.	Purchaser hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Purchaser agrees that Bidder shall not be in any manner be liable for any delay arising out of Purchaser's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.	<b>Clarification:</b> Tender conditions shall prevail
165	7: General Conditions of the Contract	7.23 - Taxes	57	N.A.	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	<b>Clarification:</b> Please refer to Clause 7.23 of the RFP
166	8: Evaluation of Bid	8.3 - Evaluation of Commercial Bids	85	8.3.10 If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such bidders for next three years from participating in any NIXI tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.	Bidder requests modification: - If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such bidders for next three years from participating in any NIXI tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.	<b>Clarification:</b> Tender conditions shall prevail
167	8: Evaluation of Bid	8.3 - Evaluation of Commercial Bids	85	8.3.11 If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such organization for next three years from participating in any NIXI Tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.	Bidder requests modification: - If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and NIXI reserves right to blacklist such organization for next three years from participating in any NIXI Tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.	<b>Clarification:</b> Tender conditions shall prevail

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S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
168	Annexure-II: Service Level Agreement	12.5 - SLA Penalty Calculation for General SLA	115	12.5.2 The penalties shall be deducted with a maximum cap of 10% of the monthly billed amount by the TSP	Bidder suggest below SLA penalty- Customer may levy penalty, in case default in meeting the agreed Threshold Service level @ 1 % of the quarterly value for every percentage of default subject to maximum of aggregate and cumulative penalty of 5% of Quarterly Value.	<b>Clarification:</b> Tender conditions shall prevail
169	Annexure-II: Service Level Agreement	12.7 - SLA Penalty Calculation for Security SLA	117	12.7.2 The penalty shall be deducted with no maximum capping	<del>The penalty shall be deducted with no maximum capping</del> Penalty capping to be done as per above suggested cap of 5%	<b>Clarification:</b> Tender conditions shall prevail
170	Annexure-II: Service Level Agreement	Annexure-II - Service Level Agreement	N.A.	N.A.	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Purchaser's omissions or actions whatsoever.	<b>Clarification:</b> Tender conditions shall prevail
171	9: Scope of Work	9 - Scope of Work	86	N.A.	Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser in the event when Purchaser has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Purchaser uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	<b>Clarification:</b> Tender conditions shall prevail

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
172	7: General Conditions of the Contract	7.16 - Purchaser's Obligations	54	New Clause	<p>Request to include the following obligations of Purchaser in the clause:</p> <ul style="list-style-type: none"> <li>▶ Purchaser shall retain responsibility for its compliance with all applicable laws and regulations and for ensuring the compliance of the Services and Deliverables with all laws applicable to the Purchaser and its business.</li> <li>▶ Purchaser shall obtain all consents necessary from third parties required for Bidder to perform its obligations under this Agreement.</li> <li>▶ Purchaser understands that Bidders performance is dependent on Purchaser's timely and effective performance of the Purchaser Responsibilities and timely decisions and approvals by Purchaser. Accenture shall be entitled to rely on the accuracy and completeness of the information shared by the Purchaser, all decisions and approvals of Purchaser in connection with the Services. Changes in decisions and approvals are subject to change request procedure.</li> </ul>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
173	10: Implementation Plan, Payment Schedule and Deliverables	10 - Implementation Plan, Payment Schedule and Deliverables	94	N.A.	<p>Customer shall pay invoices within fifteen (15) days from the date of receipt of invoices, except for those portions of any invoice that the Customer disputes in good faith. Delayed payments shall incur interest at the rate of 1.5% per month. If whole or any part of the fees and other payments remain outstanding for 90 days after the same have become due, Wipro shall at its sole discretion, be entitled to discontinue the provision of services.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>

Pre-bid Queries & Responses: Request for Proposal for Selection of Technical Service Provider ('TSP') for .IN domain Registry						
S. No.	Section No.	Clause No.	Page No.	RFP Clauses	Queries received from Bidders	Clarifications / Corrigendum
174	7: General Conditions of the Contract	7.3 - Conditions Precedent	44	<p>This Contract is subject to the fulfilment of the following conditions precedent by the Bidder</p> <p>7.3.1 Furnishing by the Bidder, an unconditional, irrevocable and continuing Performance Bank Guarantee of INR 8,00,00,000/- (Rupees Eight crore only) for Contract Performance, in a form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.</p> <p>7.3.2 Execution of a Deed of Indemnity in terms of Clause 7.21 - Indemnity</p> <p>7.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract</p> <p>7.3.4 Furnishing of such other documents as the Purchaser may specify</p>	<p>Request to remove the clauses:</p> <p>7.3.2 as Accenture will need to review and modify any indemnity and cannot agree to provide it without such conditions</p> <p>7.3.2 Accenture will obtain all statutory and other approvals required by it as a provider of services.</p> <p>7.3.4 as it's very vague and not definite what may be required to be obtained by Accenture.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
175	Annexure IV: Forms	Form A.8: Technical Bid Cover Letter (Company Letter head)	133	<p>We hereby declare that as per RFP requirement, we (Our Parent/ Holding Entity &amp; all its subsidiaries) have not been black-listed/ debarred by any Central/ State Government during last three (3) years and we are not the subject of legal proceedings for any of the foregoing.</p>	<p>Bidder requests the clause be modified as follows: -</p> <p><b><u>We hereby declare that as per RFP requirement, we (Our Parent/ Holding Entity &amp; all its subsidiaries) are not currently black-listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing which would materially affect our ability to perform obligations as per the RFP.</u></b></p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>
176	Annexure IV: Forms	Form A.17: Undertaking/ letter by TSP to Third Party Vendors including DC & DR (Company Letter head)	146	<p>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.</p>	<p>Bidder requests deletion of the clause.</p>	<p><b>Clarification:</b></p> <p>Tender conditions shall prevail</p>