

S. No.	Section	Clause	Original Clause	Amendment / Addendum
1.	6: Instructions to the Bidders	6.12 Documents Comprising the Bids	N.A.	Addendum: 6.12.1 (h) Form A.18: Form of Parent/ Holding Entity Guarantee (Non – judicial stamp paper of INR 100/-)
2.	6: Instructions to the Bidders	6.12 Documents Comprising the Bids	N.A.	Addendum: 6.12.1 (i) Form A.19: Undertaking by TSP for ISO certification (if applicable)
3.	6: Instructions to the Bidders	6.13 Procedure for Submission of bids	6.13.1 (a) a. Cover - I (Prequalification Criteria) Cover – I shall comprise of all the documents (in PDF format) mentioned in Clause 6.12.1 and uploaded on CPP Portal. Bidder shall submit original 'Cost of Tender Document in the form of Demand Draft', 'EMD in the form of Refundable & Irrevocable Bank Guarantee', 'Form A.6: Conflict of Interest' and 'Form A.7: Power of Attorney executed in favour of the Authorized Signatory' one day before the last date of bid submission. . The Bidder shall mark its name and tender reference number on the back of the Demand Draft before sealing the same. The address of NIXI, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING". If the envelope is not marked as specified above, NIXI shall not assume any responsibility for its misplacement, pre-mature opening etc.	6.13.1 (a) a. Cover - I (Prequalification Criteria) Cover – I shall comprise of all the documents (in PDF format) mentioned in Clause 6.12.1 and uploaded on CPP Portal. Bidder shall submit original 'Cost of Tender Document in the form of Demand Draft', 'EMD in the form of Refundable & Irrevocable Bank Guarantee', 'Form A.6: Conflict of Interest', 'Form A.7: Power of Attorney executed in favour of the Authorized Signatory' and 'Form A.18: Form of Parent/ Holding Entity Guarantee (Non – judicial stamp paper of INR 100/-)' one day before the last date of bid submission. The Bidder shall mark its name and tender reference number on the back of the Demand Draft. The address of NIXI, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING". If the envelope is not marked as specified above, NIXI shall not assume any responsibility for its misplacement, pre-mature opening etc.
4.	6: Instructions to the Bidders	6.30 Purchaser's Right to Vary Scope of Contract	6.30.1 The Purchaser may at any time, by a written order given to the Bidder, make changes to the Scope of the Contract as specified	6.30.1 The Purchaser may at any time, by a written order given to the Bidder, with mutual consensus with the selected Bidder, make changes to the Scope of the Contract as specified
5.	6: Instructions to the Bidders	6.33 - Award of Contract	6.33.12 Failure of the successful Bidder to comply with the requirement of the above Undertaking as referred in Clause 6.33.12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD	6.33.12 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

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6.	6: Instructions to the Bidders	6.33 - Award of Contract	N.A.	Addendum: 6.33.13 Failure for the successful Bidder to submit any documentary evidences on or before signing of the Contract shall constitute sufficient grounds for the annulment of the award of Contract to the successful Bidder
7.	7: General Conditions of the Contract	7.4 Representations & Warranties	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.	7.4.1 (h) That the Bidder shall arrange all the necessary permissions and adequate approvals and procure 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.
8.	7: General Conditions of the Contract	7.4 Representations & Warranties	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	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
9.	7: General Conditions of the Contract	7.4 Representations & Warranties	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.	7.4.1 (s) Either party shall not employ serving other party's employees without prior written permission of the first party for 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.
10.	7: General Conditions of the Contract	7.17 Intellectual Property Rights	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	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

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			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		violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services												
11.	7: General Conditions of the Contract	7.35 Penalty -	N.A.		<p>Addendum:</p> <p>7.35.2 ISO Certification: In case the desired certificate is not submitted by the TSP to the Purchaser within the period stipulated as stated in the Pre-qualification Criteria due to reasons attributed to the TSP, the TSP shall be liable to pay a penalty of 7.5% per week or part therein of the monthly billed amount. Next four weeks, the TSP shall be liable to pay a penalty of 10% per week or part therein of the monthly billed amount and simultaneously NIXI reserves the right to issue a notice of default.</p>												
12.	8: Evaluation of Bid	8.1 Evaluation of Pre-qualification Criteria [S. No. 1] -	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td>The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.</td> <td> <ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration </td> </tr> </tbody> </table>	Criteria	Documentary Evidence	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.	<ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration 	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td>The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.</td> <td> <ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration </td> </tr> </tbody> </table> <p>OR</p> <p>The Bidder should be in the process of registration having already submitted its application for registration to the Government of India</p>	Criteria	Documentary Evidence	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.	<ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration 	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td>The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.</td> <td> <ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration </td> </tr> </tbody> </table> <p>OR</p> <p>Note: In case the Bidder is in the process of registering under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932:</p> <p>i) <i>Following documentary evidences are required to be submitted at the time of bidding:</i></p> <ul style="list-style-type: none"> ▪ Board Resolutions by the Parent/ Holding Entity indicating its intention to incorporate subsidiary in India ▪ Online Application Form (Form DIR 3) filed with the Ministry of Corporate Affairs for 	Criteria	Documentary Evidence	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.	<ul style="list-style-type: none"> ▪ Copy of Certification of Incorporation/ Registration Certificate ▪ PAN card ▪ GST registration
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					<p><i>procurement of Directors Identification Number (DIN)</i></p> <ul style="list-style-type: none"> ▪ <i>Online Application Form filed with the Ministry of Corporate Affairs for procurement of Digital Signature Certificate (DSC)</i> ▪ <i>Online Application Form (Form 1A) for availability of proposed name or change of name</i> <p><i>ii) Following documentary evidences are required to be submitted at the time of signing of the Contract:</i></p> <ul style="list-style-type: none"> ▪ <i>Copy of Certification of Incorporation/ Registration Certificate</i> ▪ <i>PAN card</i> ▪ <i>GST registration</i> 	
13.	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria [S. No. 2]	<p>Criteria</p> <p>The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date.</p> <p>Note: ote:</p> <p><i>i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i></p> <p><i>ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i></p>	<p>Documentary Evidence</p> <ul style="list-style-type: none"> ▪ Audited financial statements for the last three financial years (FY 2014-15 and 2015-16, 2016-17) ▪ Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) ▪ Certificate from the Statutory Auditor on positive net-worth for the 	<p>Criteria</p> <p>The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date.</p> <p>Note:</p> <p><i>i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i></p> <p><i>ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i></p>	<p>Documentary Evidence</p> <ul style="list-style-type: none"> ▪ Audited financial statements for the last three financial years (FY 2014-15 and 2015-16, 2016-17) ▪ Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) ▪ Certificate from the Statutory Auditor on positive net-worth for the

S. No.	Section	Clause	Original Clause		Amendment / Addendum	
				last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) <ul style="list-style-type: none"> Consolidated financial statements of the Parent/ Holding Entity & all its subsidiaries for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) 	iii) <i>The Bidder shall procure that the Parent/ Holding Entity Guarantor furnishes the Parent/ Holding Entity's Guarantee on or before the Bid submission date, to secure the due performance of the Bidder's performance and payment obligations under and in accordance with this Contract. Such Parent/ Holding Entity Guarantee shall be valid and binding on the Parent/ Holding Entity until the Contract obligations have been fully performed and all the liabilities (if any) have been fully met.</i>	last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) <ul style="list-style-type: none"> Consolidated financial statements of the Parent/ Holding Entity & all its subsidiaries for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) Form A.18: Form of Parent/ Holding Entity Guarantee
14.	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria [S. No. 3]	Criteria The Bidder should have experience in India of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date: 1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT	Documentary Evidence <ul style="list-style-type: none"> Work order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead Note: i. <i>SLA report certified by the Client mentioning number of transactions</i>	Criteria The Bidder should have experience in India/ Abroad of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date: 1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration 2. Software design & development / operations, maintenance & enhancements of DNS Registry System with a registration	Documentary Evidence <ul style="list-style-type: none"> Work order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead Note:

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			<p>Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>2. Software design & development / operations, maintenance & enhancements of DNS Registry System with a registration portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores</p> <p>Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered</p>	<p>portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores</p> <p>Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered</p> <p>Note: Relevant experience of Parent/ Holding Entity shall be considered for evaluation purpose</p>

S. No.	Section	Clause	Original Clause				Amendment / Addendum				
			Criteria		Documentary Evidence	Criteria		Documentary Evidence			
15.	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria [S. No. 4]	<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"> - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System <p>Note: CMMi Level 3 or above for Capability Maturity Model Integration is a mandatory requirement</p>		<p>Documentary Evidence</p> <ul style="list-style-type: none"> ▪ Copies of valid certificates 	<p>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"> - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System <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>		<p>Documentary Evidence</p> <ul style="list-style-type: none"> ▪ Copies of valid certificate(s) <p>OR</p> <ul style="list-style-type: none"> ▪ Undertaking signed by CEO/ Country Head/ Authorised signatory of the company to be provided on the entity's letterhead as per "Form A.19: Undertaking by TSP for ISO certification" 			
16.	8: Evaluation of Bid	8.2 - Evaluation of Technical Bids	A	Average Annual Turnover	90	<ul style="list-style-type: none"> ▪ Certificate from the Statutory Auditor on turnover details from the over the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) ▪ Consolidated financial 	A1	Average Annual Turnover	90	<p>Average annual turnover over the last three financial years (FY 2014-15, 2015-16 and 2016-17). Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> i) More than INR 500 Crores = 90 marks ii) More than INR 300 – up to INR 500 Crores = 60 marks iii) More than INR 200 – up to 300 Crores = 30 marks 	<ul style="list-style-type: none"> ▪ Certificate from the Statutory Auditor on turnover details from the over the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) ▪ Consolidated financial statements of the

S. No.	Section	Clause	Original Clause		Amendment / Addendum		
				iii) More than INR 200 – up to 300 Crores = 30 marks Note: i) <i>The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i> ii) <i>In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i>	statements of the Parent & all its subsidiaries for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17)	Note: i) <i>The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i> ii) <i>In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i> iii) <i>The Bidder shall procure that the Parent/ Holding Entity Guarantor furnishes the Parent/ Holding Entity's Guarantee on or before the Bid submission date, to secure the due performance of the Bidder's performance and payment obligations under and in accordance with this Contract. Such Parent/ Holding Entity Guarantee shall be valid and binding on the Parent/ Holding Entity until the Contract obligations have been fully performed and all the liabilities (if any) have been fully met.</i>	Parent & all its subsidiaries for the last three (3) financial years (FY 2014-15, 2015-16 and 2016-17) ■ Form A.18: Form of Parent/ Holding Entity Guarantee
17.	8: Evaluation of Bid	8.2 Evaluation of Technical Bids	B Project Experience (max. -400 marks/ 5 Projects) Please Note: 80 marks shall be assigned against each project (maximum 2 projects to be shown against each category B1 to B3 as defined below) and same project shall not be considered in different categories.		B Project Experience (max. -400 marks/ 5 Projects) Note: i. <i>80 marks shall be assigned against each project (maximum 2 projects to be shown against each category B1 to B3 as defined below) and same project shall not be considered in different categories.</i>		

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				ii. <i>Relevant experience of Parent/ Holding Entity shall be considered for evaluation purpose</i>
18.	Annexure IV: Forms	14.4 - Form A.4: Pre-qualification Compliance Checklist	<p style="text-align: center;">Criteria</p> <p>The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.</p>	<p style="text-align: center;">Criteria</p> <p>The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/ Partnership firm under Partnership Act 1932.</p> <p>OR</p> <p>The Bidder should be in the process of registration having already submitted its application for registration to the Government of India</p>
19.	Annexure IV: Forms	14.4 - Form A.4: Pre-qualification Compliance Checklist	<p style="text-align: center;">Criteria</p> <p>The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date.</p> <p>Note:</p> <p>i) <i>The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i></p> <p>ii) <i>In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i></p>	<p style="text-align: center;">Criteria</p> <p>The Bidder should have an average annual turnover of INR 50 crores and positive net-worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17) with at least 7 years of operations in India/ Abroad as on bid submission date.</p> <p>Note:</p> <p>i) <i>The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered</i></p> <p>ii) <i>In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only</i></p> <p>iii) <i>The Bidder shall procure that the Parent/ Holding Entity Guarantor furnishes the Parent/ Holding Entity's Guarantee on or before the Bid submission date, to secure the due performance of the Bidder's performance and payment obligations under and in accordance with this Contract. Such Parent/ Holding Entity Guarantee shall be valid and binding on the Parent/ Holding Entity until the Contract obligations have been fully performed and all the liabilities (if any) have been fully met.</i></p>
20.	Annexure IV: Forms	14.4 - Form A.4: Pre-qualification Compliance Checklist	<p style="text-align: center;">Criteria</p> <p>The Bidder should have experience in India of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date:</p> <p>1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name</p>	<p style="text-align: center;">Criteria</p> <p>The Bidder should have experience in India/ Abroad of executing at least two projects (out of which 1 project should have been completed) per business area in any two (2) of following "Specific Business Areas" during the last 7 years as on bid submission date:</p> <p>1. Software design & development/ operations, maintenance & enhancements of any IT Registry System such as domain name registry,</p>

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			<p>registry, people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>2. Software design & development/ operations, maintenance & enhancements of DNS Registry System with a registration portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores</p> <p>Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered</p>	<p>people registration, land record registration, Central Know Your Customer registry, Aadhaar with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>2. Software design & development/ operations, maintenance & enhancements of DNS Registry System with a registration portal with minimum value of INR 10 Crores (excluding IT Infrastructure and licenses) with minimum 20 Lacs transactions per year in any year of project duration</p> <p>3. Supply, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security for the Data Centre (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner) with minimum value of INR 10 Crores</p> <p>Note: Bidders who have built their own Data Centre (IDC) for commercial use shall be considered</p> <p>Note: Relevant experience of Parent/ Holding Entity shall be considered for evaluation purpose</p>
21.	Annexure IV: Forms	14.4 - Form A.4: Pre-qualification Compliance Checklist	<p style="text-align: center;">Criteria</p> <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"> - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System - CMMi Level 3 or above for Capability Maturity Model Integration is a mandatory requirement 	<p style="text-align: center;">Criteria</p> <p>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"> - ISO 9001:2008/ ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management - ISO 27001:2013 for Information Security Management System <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>

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22.	Annexure IV: Forms	14.9 - Form A.9: Technical Bid Compliance Checklist	A1	Average Annual Turnover Note: i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only	A1	Average Annual Turnover Note: i) The Consolidated Financial Statement of Parent/ Holding Entity & all its subsidiaries shall be considered ii) In case of Parent/ Holding Entity registered outside India, annual turnover shall be provided as per Indian Financial Year only iii) The Bidder shall procure that the Parent/ Holding Entity Guarantor furnishes the Parent/ Holding Entity's Guarantee on or before the Bid submission date, to secure the due performance of the Bidder's performance and payment obligations under and in accordance with this Contract. Such Parent/ Holding Entity Guarantee shall be valid and binding on the Parent/ Holding Entity until the Contract obligations have been fully performed and all the liabilities (if any) have been fully met.
23.	Annexure IV: Forms	14.9 - Form A.9: Technical Bid Compliance Checklist	B	Project Experience	B	Project Experience Note: Relevant experience of Parent/ Holding Entity shall be considered for evaluation purpose
24.	Annexure IV: Forms	14.18 - Form A.18: Form of Parent/ Holding Entity Guarantee (Non – judicial stamp paper of INR 100/-)	N.A.		<p>Addendum:</p> <p>THIS DEED OF GUARANTEE (the Guarantee) is executed on this [insert day] day of [insert month and year] at [insert place] by [insert name of Parent/ Holding Guarantor] with its head/ registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)</p> <p>IN FAVOUR OF</p> <p>National Internet Exchange of India, a company registered under Section 25 of the Indian Companies Act, 1956 (now Section 8 under Companies Act, 2013), with its registered office at 6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110001 (hereinafter referred to as the NIXI, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).</p> <p>NOW IT IS HEREBY UNDERTAKEN AND AGREED AS FOLLOWS:</p>	

S. No.	Section	Clause	Original Clause	Amendment / Addendum
				<ol style="list-style-type: none"> 1. In consideration of the NIXI entering into the Contract with the Bidder, the Guarantor irrevocably and unconditionally guarantees to the NIXI as a primary obligation and not as a surety, due and full performance by the Bidder of all of its obligations and discharge of all its liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the Bidder under the Contract. 2. The Guarantor guarantees, in the event of the Bidder failing to perform or observe the terms and provisions of the Contract, the Guarantor will perform or take such steps as are necessary to achieve performance or observance of such terms and provisions of the Contract. 3. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Bidder or any Change in Ownership of the Bidder or any purported assignment by the Bidder or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety. Further, this Guarantee is in no way conditional upon any requirement that the NIXI attempt to procure the performance or payment from or give notice of any demand under this Guarantee to the Bidder, or any other person, or resort to any other means of obtaining performance or payment under the Contract. 4. In order to give effect to this Guarantee, the NIXI shall be entitled to treat the Guarantor as the principal debtor and not merely as a surety. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the obligations or liabilities under this Guarantee or prejudice or diminish the obligations or liabilities of the Guarantor under this Guarantee, either in whole or in part, including (whether or not known to it, or the NIXI) and the Guarantor hereby waives notice of: <ol style="list-style-type: none"> a) any time or waiver granted to, or composition with, the Bidder;

S. No.	Section	Clause	Original Clause	Amendment / Addendum
				<p>b) any incapacity or lack of powers, NIXI or legal personality of or dissolutions or change in the status of the Bidder or any other person;</p> <p>c) any suspension, variation to or amendment of the Contract, including without limitation extension of time for performance under the Contract;</p> <p>d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;</p> <p>e) the termination of the Contract for any reason;</p> <p>f) any bond, undertaking, security or other guarantee held or obtained by NIXI for any of the obligations or liabilities of the Bidder under the Contract or the obligations or liabilities of the Bidder or any release or waiver thereof;</p> <p>g) the partial or entire release of any guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Bidder's or by any extension, waiver, or amendment whatsoever which may release a guarantor (other than performance or indefeasible payment of any obligation or liability); or</p> <p>h) any part performance of the Contract by the Bidder or by any failure by NIXI to timely pay or perform any of its obligations under the Contract.</p> <p>5. The obligations of the Guarantor under this Guarantee shall remain in full force and effect until all of Bidder's obligations and liabilities under the Contract have been fully discharged and shall not be affected or discharged in any way.</p> <p>6. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the Bidder under the Contract and remain in full force and effect until all the said obligations and liabilities of the Bidder shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the NIXI may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Bidder.</p> <p>7. The Guarantor represents warrants and undertakes to the NIXI that:</p>

S. No.	Section	Clause	Original Clause	Amendment / Addendum
				<p>a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance by it of this Guarantee;</p> <p>b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;</p> <p>c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;</p> <p>d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or NIXI, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee;</p> <p>e) the Guarantor is not suffering from any Act of Insolvency;</p> <p>8. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the NIXI would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or</p>

S. No.	Section	Clause	Original Clause	Amendment / Addendum
				<p>other circumstances or constitute a waiver of the rights of the NIXI to any other or further action in any circumstances without notice or demand.</p> <p>9. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the NIXI to replace the invalid, illegal or unenforceable provision.</p> <p>10. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.</p> <p>11. The NIXI shall be entitled to assign the benefit of this Guarantee to any third party at any time without the consent of the Guarantor or the Bidder being required. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.</p> <p>12. All documents arising out of or in connection with this Guarantee shall be served:</p> <p>a) Upon the NIXI, at National Internet Exchange of India (NIXI), 6C, 6D, 6E, Hansalaya Building, 15 Barakhamba Road, New Delhi -110001 marked for the attention of The General Manager (Business Development);</p> <p>b) Upon the Guarantor, at [insert address], marked for the attention of [insert name].</p> <p>13. The NIXI and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to the other party. All demands and notices pursuant to this Guarantee shall be in writing.</p> <p>14. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Guarantor agrees to submit to the exclusive jurisdiction of the courts at Delhi.</p>

S. No.	Section	Clause	Original Clause	Amendment / Addendum
				<p>We, the undersigned, offer to provide Operations & Maintenance of .IN Registry for NIXI in response to the Request for Proposal dated <insert date> and RFP No <> for “Selection of Technical Service Provider to Operate & Maintain .IN domain Registry for NIXI”. We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid and the Commercial Bid in separate covers.</p> <p>We undertake to submit valid copies of ISO certification within 3 months from the date of signing of contract and failure to fulfil this undertaking shall result in the application of provisions of Clause 7.35.2 as notified in the Corrigendum.</p> <p>Yours sincerely,</p> <p>Authorized Signature [In full and initials]: _____</p> <p>Name and Title of Signatory: _____</p> <p>Name of Firm: _____</p> <p>Address: _____</p> <p>Location: _____ Date: _____</p>
26.	7: General Conditions of the Contract	7.31 - Event of Default by the Bidder	<p>7.31.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed</p>	<p>7.31.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Forty Five (45) days to enable such defaulting party to remedy the default committed</p>
27.	8: Evaluation of Bid	8.1 - Evaluation of Pre-qualification Criteria [S. No. 6]	<p style="text-align: center;">Criteria</p> <p>Special Power of Attorney for the Bidder (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement</p>	<p style="text-align: center;">Criteria</p> <p>Special Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement</p>

S. No.	Section	Clause	Original Clause	Amendment / Addendum
28.	Annexure IV: Forms	14.4 - Form A.4: Pre-qualification Compliance Checklist	Criteria Special Power of for the Bidder (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement	Criteria Special Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement