



CCIL IFSC LIMITED

REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF LICENSES FOR SERVER OPERATING SYSTEM & XDR SOLUTION

RFP No: CIL/IT/RFP/VR/25/001

Date: April 11, 2025

CCIL IFSC LIMITED

Regd. Office: Office C-5, GIFT Aspire 3, Block 12, Road I-D, Zone-J, GIFT SEZ, GIFT City, Gandhinagar - 382355, Gujarat

CIN: U66190GJ2024PLC151953 @ Email: compliance@ccilindia.co.in @ Contact: +91 7400 407 482



Proprietary and Confidential
Disclaimer

The information contained in this Request for Proposal document or information provided subsequently to vendors whether verbally or in documentary form by CCIL IFSC Limited (CCIL IFSC) is provided to the vendors on the terms and conditions set out in this RFP document.

This RFP document is not an agreement by CCIL IFSC to any parties other than the applicants who are qualified to submit the bid. The purpose of this RFP document is to provide vendors with information to assist the formulation of their proposal. This RFP document does not claim to contain all the information each vendor may require. Each vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. CCIL IFSC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. CCIL IFSC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The content and RFP are intellectual property of CCIL IFSC. No part or material of this RFP document should be published on paper or on electronic media without prior written permission from CCIL IFSC.



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1.0 Introduction

1.1 Background:

CCIL-IFSC Limited is a subsidiary company of CCIL(The Clearing Corporation of India Limited) set up in GIFT city to act as a Payment System Operator (PSO) for the Foreign Currency Settlement System (FCSS). The FCSS shall be an interbank payment system to facilitate the settlement of foreign currency transactions on a real-time gross settlement (RTGS) basis.

The said FCSS compute infrastructure will be based on Microsoft Windows Server & Red Hat Linux Server Operating System Environments (OSE). This RFP is being issued by CCIL IFSC Limited to procure the said OSE and Extended Detection & Response (XDR) solution licenses and its software subscription.



2.0 Invitation for Proposal

CCIL IFSC Limited invites technically complete and commercially competitive proposal are invited from reputed vendors for Procurement of server operating system and XDR solution licenses, including software subscription.

Address for Proposal Submission & Correspondence:

Viral Rathod

Manager – IT,

c/o The Clearing Corporation of India Ltd.

CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028.

Information on important dates and time related to this RFP is given below:

S/N	Description	Date	Time
1.	Release of RFP	April 11, 2025	06:00 PM
2.	RFP clarifications/queries required to be sent on email at vrathod@ccilindia.co.in	April 21, 2025	04:00 PM
3.	Proposal submission (original)	April 22, 2025	11:30 AM
4.	Proposal submission (extended)	April 28, 2025	11:30 AM

Late Bids:

Bids will be received by CCIL IFSC on or before the date/ time and at the address specified in the RFP document. Any bid received by CCIL IFSC after the last date for receipt of bids prescribed by CCIL IFSC, will be rejected and/or returned unopened to the vendor.

CCIL IFSC is not responsible for non-receipt of bid at the specified address within the given date and time in the RFP due to any reason including any postal delays or holidays.

The List of Annexures with the RFP is given below for reference:

Annexure	Details
I	License Requirement
II	Format for Commercial Proposal
III	Procedure for Commercial Proposal
IV	Commercial Proposal Letter



3.0 Prequalification Eligibility Criteria

The vendors must possess the expertise/knowledge in Microsoft Windows Server, Red Hat Linux Server OSE & Crowdstrike XDR Solution, also be familiar with their licensing and software subscription structure. The proposal must be complete in all respects. The invitation is open to vendors who qualify the eligibility criteria as given below:

Parameters for Eligibility Criteria:

S. No	Description	Supporting Credentials
1.	The vendor should be a firm or company duly registered with relevant authorities and in the same line of business for at least Three years as on March 31, 2025	Supporting documents for registration and year of incorporation should be enclosed.
2	The vendor should be an Authorized Partner for the products as required in the RFP.	A valid certificate/agreement copy should be enclosed.
3.	The Vendor should be profit making company having annual turnover not less than Rupees 25 crores consistently during past three years	Audited balance sheet showing turnover and profitability.
4	The vendor should submit the Call Logging Procedure & Escalation Matrix to be followed for logging and escalation of support calls.	Call Logging Procedure and Escalation Matrix



4.0 General Terms & Conditions

- Unless otherwise agreed to in writing by CCIL IFSC, the following terms and conditions apply to this RFP, in addition to any terms set forth on the face of or attached to or incorporated by reference into this RFP.
- Bidding vendor should abide by all the terms and conditions contained in the RFP. Submission of responses will be construed as acceptance to all clauses of the RFP. If the responses contain any extraneous conditions, such responses may be disqualified and may not be considered for the selection process.
- Bidding vendor is required to provide response only in the prescribed format. Under no circumstances, the format can be changed, altered and/or modified. All pages in the bid should be signed by authorized signatory under seal.
- CCIL IFSC reserves the rights to select the vendor.
- CCIL IFSC reserves the right to accept the whole proposal or such parts thereof as CCIL IFSC may in its absolute discretion to decide. CCIL IFSC decisions in this respect will be final. CCIL IFSC reserves the right to award the contract to the vendor as it deems fit.
- CCIL IFSC may, at its discretion, extend the timeline for submission of proposals by amending the RFP Document, without any change to all rights and obligations either party.
- CCIL IFSC reserves the right to modify the quantity of licenses at its discretion. Amendment /clarification to the RFP document, if any, will be communicated at least two working days before proposal submission.
- Vendor should submit the queries only in the format given below:

S/N	RFP Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

4.1 Commercials / Prices:

The proposed prices should be inclusive of levies like customs duty, standard packing, freight, cost of expenses for transportation, transit insurance, clearing & forwarding, loading and unloading charges etc. Taxes shall be payable extra, at prevailing rates.

4.2 Due Diligence

The vendor is expected to examine all instructions, terms and specifications in this RFP document. Bid shall be deemed to have been prepared and submitted after careful study and examination of this RFP document with full understanding of its implications. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the vendors risk and may result in rejection of the bid.

Vendor should note that CCIL IFSC does not make any warranty, express or implied, with respect to the



information provided in this RFP or on which the RFP is based.

4.3 Amendment to the RFP Document

- CCIL IFSC reserves the right to make amendments to RFP document.
- At any time, for any reason, whether at its own initiative or in response to clarifications requested by prospective vendors, CCIL IFSC may modify this RFP document. Vendors may be suitably informed to resubmit their offer.
- All prospective vendors shall be notified of the amendment in writing, and all such amendments shall be binding on them.
- If required to allow prospective vendors reasonable time in which to take the amendment into account in preparing their bids, CCIL IFSC reserves the rights to extend the deadline for the submission of bids. However, no request from the vendor, shall be binding on CCIL IFSC for the same.

4.4 Cost of RFP Document

There is no cost for the RFP document. The vendor shall bear all costs associated with the preparation and submission of its bid and CCIL IFSC will, in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.5 Period of Validity of Bid

Validity Period:

The proposal/bids against this RFP including all prices, technical specifications and other terms and conditions of the offer made by the vendor should remain valid for a minimum period of 60 days from the last date of submission. CCIL IFSC holds the rights to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence.

Extension of Period of Validity:

In exceptional circumstances, CCIL IFSC may solicit the vendor's consent to an extension of the validity period. Extension of validity period by the Vendor should be unconditional and irrevocable.

4.6 Language of Bid

The bid prepared by vendor, as well as all correspondence and documents relating to the bid exchanged by the vendor and CCIL IFSC shall be in English only.

4.7 Bid Currency

- Prices shall be quoted in Indian Rupee (INR).
- The quoted Rate/Cost should be inclusive of all costs like Customs/Excise duty etc., if any.

4.8 E-Auction

Negotiation for the said purchase of licenses will be conducted via e-Auction with Reverse Auction option.



4.9 Proposal rejection

- CCIL IFSC reserves the rights to reject the Proposals, which are incomplete and / or received after the due date.
- Proposals received through FAX will be rejected.
- CCIL IFSC shall not be responsible for non-receipt of proposals by the specified date and time for any reason, including postal holidays or delays.
- CCIL IFSC reserve the rights to reject the incomplete proposal.
- CCIL IFSC reserve the right to accept or reject any proposal in full or part, CCIL IFSC reserves rights to choose/select the Unit/Qty, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction without assigning any reason. CCIL IFSC's decision in this respect will be final.
- CCIL IFSC reserves the right to reject the proposals if it finds that any unfair business practices being resorted to by the vendors.

4.10 Terms of Delivery:

- The software license / subscription shall be delivered at specified CCIL IFSC locations.
- Delivery of the software should be done within 6-8 weeks from the date of acceptance of the Purchase Order.

4.11 Delivery Site Addresses:

The software needs to be delivered at the following location:

S/N	Delivery Site	Address
1.	GIFT City	CCIL IFSC Limited Office C-5, GIFT Aspire 3, Block 12, Road 1-D, Zone-1, GIFT SEZ, GIFT City, Gandhinagar – 382355

4.12 Roles and Responsibility

The Roles and responsibilities for Procurement Of Server Operating System Licenses for CCIL IFSC & selected vendor are given below:

S/N	Description	CCIL IFSC	Bidder
1	Receipt / Acceptance of the Purchase Order	---	✓
2	Supply of software licenses and its subscription as per the BOM	---	✓
3	Updating subscription validity on OEM portal	---	✓
4	Validating software license and subscription	✓	✓



4.13 Payment Terms:

100% payment against delivery of electronic or paper licenses and its subscription as per the BOM.

CCIL IFSC Limited (CCIL IFSC) is registered and located in GIFT City, which is an SEZ Zone as per SEZ Act. It may be noted that CCIL IFSC shall receive goods or services or both for authorized operation at zero rate. The vendor shall follow all procedures related to zero rated supply of goods or service or both to CCIL IFSC.

4.14 Payment to MSME

In case the vendor is an MSME company and submitted the requisite registration details, the payment will be made within 45 days from the date of acceptance of goods/service. The date of acceptance shall be based on the date of actual delivery of goods and service determined by the challan/invoice raised for such goods/service and accepted by the Company after negotiation. In cases where the installation of goods is required for use by the Company, the date of actual delivery of the goods shall be the date on which the installation is completed, if it is later than the date of the challan/invoice. In case of any deficiency in the goods or services received by the Company, the payment will be made within 45 days from the date of rectification of the deficiency.

4.15 Liquidated Damages for delay in delivery:

For any delay in the supply of the software and its subscription beyond the scheduled delivery date, that is not attributable, in whole or in part, to CCIL IFSC's failure to perform its obligations hereunder or due to excusable delays or delays outside of supplier's control, CCIL IFSC may at its discretion levy penalty in Rs @ 0.1% of the total order value per week beyond the scheduled delivery as detailed in Terms of delivery.

4.16 Representation and Warranties

The Contractor shall warrant that the software supplied shall be in compliance with the business requirement specifications agreed upon and does not have any defect arising out of faulty design, bugs etc., The Contractor warrants that to the best of the Contractor's knowledge the Software Product does not contain any viruses, worms or Trojan horses.

The Contractor shall provide remedies for defects reported by CCIL IFSC, within a mutually agreed time frame from the receipt of the bug information in order to ensure continued business operations. Further Contractor shall provide permanent solutions for the identified defects with the associated Root Cause Analysis.

Each Party represents and warrants to each other that

- a. It has full power and authority to enter and perform this Agreement,
- b. this Agreement has been duly authorized, executed and delivered by it and
- c. the execution, delivery and performance of this Agreement by it will not
 - i. contravene its constitutive documents,



- ii. contravene any material agreement or order, judgment or decree by which it is bound, or Constitute a violation of any applicable law, rule or regulation of any government or regulatory body.

4.17 Environment, Social and Governance principles

The Contractor shall comply with the applicable laws and regulations relating to environmental, social and governance (“ESG”) principles, such as:

- a. promoting and respecting human rights, as provided under various international conventions, treaties, etc. (including the fundamental rights enumerated under Part III of the Constitution of India) and providing a work environment, which respects and upholds individual dignity;
- b. abiding by the “National Guidelines on Responsible Business Conduct” released by the Ministry of Corporate Affairs (MCA), to the extent applicable;
- c. furnishing the applicable disclosures such as business responsibility & sustainability reporting (BRSR) and BRSR core, etc. (if applicable); and
- d. adhering to the anti-bribery and anti-corruption requirements in terms of the clauses titled “Anti-Bribery Clause” and “Anti-Corruption Clause” respectively. (collectively referred as “ESG Laws”).

The Contractor shall ensure continued adherence to the ESG Laws, including any amendments made therein, from time to time and take all necessary actions to ensure compliance. The Contractor shall respond diligently to CCIL IFSC’s requests for information on ESG related matters or Contractor’s compliance with the ESG Laws. In case any incident pertaining to the ESG Laws or this clause occurs, the Contractor shall proactively inform CCIL IFSC as soon as practicable and shall take all necessary steps to contain and remedy the same. Any breach of this clause shall be deemed to be a material breach of this Agreement.

4.18 IS Security

Personnel from the Contractor working at CCIL IFSC’s site shall be provided with only the necessary limited physical and logical access to the IT resources like hardware, software, network, e-mail, Internet, etc. for the purpose of installation/configuration of hardware/software as part of service delivery/support. The contractor shall ensure that all its personnel are made aware of and necessary undertaking is obtained to strictly comply with CCIL IFSC’s Information System (IS) Security policies/ procedures in force. In the event of any lapse/ violation in the above and any breach of IS Security by the personnel from the Contractor, CCIL IFSC shall have right to take appropriate action including but not limited to termination of Agreement/contract, termination of induction of concerned personnel and claim the direct, indirect/ consequential damages, arising out of breach of the IS Security policies of CCIL IFSC, from the contractor. Further, the Contractor shall ensure that the hardware/software/network/application etc. provided as part of



the Contract is free from embedded malicious code and malwares.

During the execution of work under this contract, the Contractor shall ensure that all relevant aspect of Confidentiality, Integrity and Availability shall be maintained during the entire life cycle of the project from initiation to signoff.

The Contractor shall implement and maintain information security policies, procedures, data protection safeguards and ensure compliance by its employees, agents, representatives, and subcontractors. Contractor shall be solely liable for non-compliance by any of its employees, agents, representatives, and subcontractors.

4.19 Indemnity

- a. The Contractor will indemnify and keep indemnified and otherwise hold harmless, CCIL IFSC, its affiliates, directors, shareholders, officers, employees, authorised representatives, etc. from and against all direct losses, damages, claims, demands, costs and expenses (including legal fees and attorney charges) which CCIL IFSC may suffer or incur, as well as all actions, suits and proceedings which CCIL IFSC may face and all costs, charges and expenses relating thereto, arising out of:
 - i. any misrepresentation or inaccuracy of the representations and warranties of the Contractor or any of the representations and warranties as provided by the Contractor being untrue, misleading or incorrect.
 - ii. any breach, non-fulfilment or failure to perform (whether in whole or part) any obligation or covenant required to be performed by the Contractor pursuant to this Agreement.
 - iii. any negligence (including delay or deficiency to perform its obligations as per this Agreement), fraudulent act or concealment on the part of the Contractor, as determined by a court of competent jurisdiction.
 - iv. any loss, damage or liability suffered due to misappropriation, leakage, security breach, or misuse of the Confidential Information, Intellectual Property, User Data, or the Services or of the documents or any other instruments which are in possession of the Contractor or its personnel or any sub-contractor engaged by the Contractor.
 - v. infringement, misuse, or misappropriation of any Intellectual Property by the Contractor.
 - vi. any claim, suit, action or proceeding related to the Services provided hereunder.
 - vii. violation of any Applicable Law.
- b. The Contractor shall indemnify, defend and hold harmless, CCIL IFSC and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind of nature brought by any third party against CCIL IFSC, including but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:



(a)allegations or claims that the possession of or use by CCIL IFSC of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to CCIL IFSC under future Purchase Order (PO), in whole or in part, separately or in a combination contemplated by the Contractor's published specifications, therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or (b) any acts or omissions of the Contractor, or any one directly or indirectly employed by it in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation; (c) for failure to comply with the requirements of the section hereof titled Governing law and Jurisdiction.

- c. If the Contractor's information or any part thereof or any use thereof is held to constitute infringement, the Contractor shall promptly and at its own expense either: (1) procure for CCIL IFSC the right to continue using the Contractor's Information; or (2) replace same with non-infringing Information or (3) modify such Information in a way so that it becomes non-infringing or (4) repay to CCIL IFSC, the fee relating to the whole or infringing part..
- d. If any claim is commenced by a third-party with respect to which the CCIL IFSC is entitled to indemnification under this Clause, CCIL IFSC will provide notice thereof to the Contractor. CCIL IFSC will be entitled, if it so elects and in its sole discretion, to retain control of the defence, settlement, and investigation of any indemnification claim and to employ and engage attorneys to handle and defend the same, at Contractor's sole cost. In the event that CCIL IFSC does not elect to retain control of an indemnification claim, the Contractor will control the defence, settlement, and investigation of such indemnification claim, employ and engage attorneys reasonably acceptable to CCIL IFSC to handle and defend the same, at the Contractor's sole cost. CCIL IFSC will cooperate in all reasonable respects, at the Contractor's cost and request, in the investigation, trial, and defence of such indemnification claim and any appeal arising therefrom. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnification claim without CCIL IFSC's prior written consent. CCIL IFSC may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial, and defence of any indemnification claim and related appeals.
- e. Notwithstanding anything contained in this Agreement, the rights granted to CCIL IFSC under this Clause will be in addition to and not in substitution for any other remedies, including a claim for damages or specific performance that may be available to CCIL IFSC in respect of an indemnification event under the Applicable Law. However, exercise of any alternative legal remedy will not be deemed to have relieved the Contractor of its liability under this Clause.



In addition to the above, Contractor shall also sign, seal and submit indemnity as per Proforma in Annexure _____.

4.20 Confidential Nature of Documents and Information:

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

The recipient (“Recipient”) of such Information shall:

- (a) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
- (b) use the Discloser’s Information solely for the purpose for which it was disclosed.

Confidentiality of all data and information shall be maintained as aforesaid, not only during the term of this Contract but also thereafter. Confidential information shall also include such oral and written information which should reasonably be deemed confidential by the Contractor whether or not such information is designated as confidential.

The Contractor agrees that prior to assigning any employee or agent or hiring any Sub Contractor or consultant to discharge any of its obligations under this Contract, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.

The Contractor agrees to release confidential information only to employees, consultants requiring such information on need-to-know basis, and not to release or disclose it to any third party.

Further, Contractor undertakes that it shall be solely liable for any breach of confidentiality by its officers, employees, agents and /or persons who have discontinued to be its employee, officer, agent. Nothing contained herein shall preclude CCIL with other remedies available to it under the applicable laws.

4.21 Quality Assurance and Commitments

The service provided as part of this RFP shall be of the highest grade and quality. The Contractor will make sure that the supplied service has gone through rigorous testing at the Contractor’s end. In case CCIL IFSC experiences failure of any of the components or software incompatibility during the implementation, CCIL IFSC reserves the right to return the delivered software/ licenses at NO cost to CCIL IFSC or demand replacement which needs to be supplied within 1 week of reporting of failure

4.22 Limitation of Liability

CCIL IFSC shall have no liability whatsoever for any injury to Contractor personnel, agents or representatives suffered while on CCIL IFSC’s premises or anywhere else including, without limitation, liability for any damages suffered which results from the malfunction of any equipment.

CCIL IFSC will not be liable for any indirect, incidental, special or consequential damages, including the loss of profits, revenue, or use or cost of procurement of substitute goods, incurred by the Contractor or any third Party, whether in an action in contract, tort, based on a warranty or otherwise, even if the Contractor or any other person has been advised of the possibility of such damages..\\



4.23 Force Majeure:

- a. Notwithstanding anything contained in the RFP, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. In the event of such delay, the date of performance will be extended for a period equal to the effect of time lost by reason of the delay, as mutually agreed between the Parties.
- b. For purposes of this clause, "Force Majeure" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, avalanche, blizzard and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic, epidemic, lockdowns, terrorist acts, or rebellion; (iv) strikes or labour disputes (v) action by a Governmental Authority, including a moratorium on any activities related to the Agreement; (vi) any loss of insolation that is caused by any natural phenomena and (vii) the inability for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfil its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such permit. However, it does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of CCIL IFSC or Contractor.
- c. The above is without prejudice to the rights already accrued by the Parties as a result of their performance or failure to perform either in full or in part, pursuant to their obligations in the RFP, prior to the occurrence of events of Force Majeure.

4.24 Assignment / Subcontract:

Neither Party shall assign or otherwise transfer, subcontract, pledge or make any other disposition of this RFP or any of its rights, claims and obligations thereunder whether in whole or in part without the prior written consent of the other. Any such unauthorized assignment, transfer, subcontract, pledge or other disposition, or any attempt to do so, shall not be binding on CCIL IFSC. However, such action shall not relieve the Contractor from fulfilling its responsibilities under future PO agreement.

4.25 Contractor to inform itself

The Contractor shall fully inform itself of all necessary obligations and statutes under Indian Law or any other applicable law and shall hold CCIL IFSC harmless for any such obligations. The Contractor shall also fully inform itself of all obligations and works necessary under future PO agreement. This shall include, but not be limited to, the knowledge and understanding of the physical, environmental and technical standards required for the provision and operation of the equipment, software and services within India.

4.26 No Agency

Nothing herein contained shall be construed as constituting or evidencing any partnership or agency



between the Parties.

4.27 Governing law and Jurisdiction

The Contractor shall be responsible for compliance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 by its employees and for educating its employees about prevention of sexual harassment at work place and related issues and in case of any complaint of sexual harassment against the employees of the Contractor or CCIL IFSC, the Parties shall take appropriate actions according to the provisions of the aforesaid Act.

The Contractor shall comply, at all times, with any and all applicable laws relating to personal data protection and any and all legal conditions that must be satisfied in relation to the collection, transfer, processing, storage, and destruction of personal data (i.e. data that is capable of personally identifying any individual). including but not limited to Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, made and each of the Party hereby submits to the exclusive jurisdiction of the courts in Mumbai.

4.28 Disputes

CCIL IFSC and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with future PO agreement. Failing such settlement, the same shall be referred to a panel of 3 Arbitrators, one to be appointed by the CCIL IFSC and the other by Contractor and the third by both the arbitrators. The arbitrator so appointed shall be the Presiding Officer. The procedure shall be in accordance of the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), or any re-enactment for the time being in force. The findings of the Arbitrator shall be final and binding on both the Parties. The venue and seat of Arbitration shall be Mumbai, India and only courts at Mumbai shall have exclusive jurisdiction in all such matters. The Arbitration proceedings shall be conducted in the English language.

4.29 Injunctive Relief

The Contractor understands that in the event of a breach or threatened breach of this Agreement by the Contractor, CCIL IFSC may suffer irreparable harm and will therefore be entitled to seek injunctive relief to enforce the Agreement in addition to all other remedies available to it.

4.30 Notices

All notices and other communications required or permitted under future PO agreement will be in writing and will be deemed effectively delivered upon receipt by personal delivery, overnight courier service, or facsimile as confirmed by delivery and/ or transmission receipt or to a dedicated e-mail ID as set out herein. Any Party may change its particulars for such communications by giving a 15 business days' prior written notice to the other Party.

For CCIL IFSC Limited

Office C-5, GIFT Aspire 3, Block 12,
Road 1-D, Zone-1, GIFT SEZ, GIFT City,
Gandhinagar – 382355



Attn:

E-mail address:

For Contractor: (To be provided by the Contractor)

Attn:

E-mail address:

4.31 Publicity

The Contractor agrees not to use, without the express permission of CCIL IFSC the name of CCIL IFSC to directly promote its business.

Except as otherwise expressly agreed to by CCIL IFSC in writing, the Contractor shall not use in advertising, news release, marketing materials, trade publication, publicity or otherwise any trademark, service mark, symbol or logo thereof of CCIL IFSC or its affiliates.

4.32 Independent Contractor

Contractor will perform its obligations under the future PO agreement as an independent contractor and in no way will Contractor or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of CCIL IFSC. Contractor and its employees will have no authority to represent CCIL IFSC or its Affiliates or bind CCIL IFSC or its affiliates in any way, and neither Contractor nor its employees will hold themselves out as having authority to act for CCIL IFSC or its affiliates.

The Contractor will (i) be solely responsible for payment of all compensation due to the Contractor's employees in connection with this Agreement, (ii) file on a timely basis all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to the Contractor's performance of Services and receipt of compensation by the Contractor and its employees hereunder and (iii) be responsible for providing, at its expense and in its name, disability, workers' compensation or other insurance as well as any and all licenses and permits necessary for rendering the Services.

4.33 Background Verification

Contractor shall conduct and be solely responsible for background checks of its employees, agents, representatives, and subcontractors.

4.34 Related Party Transaction

The Contractor shall make prior disclosure of the transactions falling under the 'Related Party Transactions' in terms of the provisions of the Companies Act, 2013, Accounting Standard AS-18 or any other law time being in force and in case the transaction are non- Related Party Transactions, the Contractor shall confirm the same in writing to CCIL IFSC.



4.35 Anti-Bribery Clause:

The Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery including but not limited to the applicable legislations in India throughout the term of this purchase order. Further, the Contractor shall maintain adequate policies and procedures at their end to ensure compliance with the said legislations. It is agreed that the Contractor shall not engage in any activity or practice which constitutes an offence under the said legislation including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this purchase order. Breach of this clause shall be deemed a material breach of this purchase order.

4.36 Anti-Corruption Clause

The Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anti-corruption including but not limited to the applicable legislations in India throughout the term of this purchase order. Further, the Contractor shall maintain adequate policies and procedures at their end to ensure compliance with the said legislations. It is agreed that the Contractor shall not engage in any activity or practice which constitutes an offence under the said legislation including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this purchase order. Breach of this clause shall be deemed a material breach of this purchase order.

4.37 No Third-Party Beneficiary

Save as expressly provided herein, this Agreement is made and entered into for the sole protection and benefit of the Parties to this Agreement and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the Parties to this Agreement.

4.38 Mandatory disclosure of Cyber incidents/ IS incidents:

In the event of a Cyber security/ Information Security incident at the Contractor's office, affecting the confidentiality, integrity and availability of CCIL IFSC's data/services, directly or indirectly, the Contractor shall, within 24 hours of finding out the incident, report to CCIL IFSC the details of the incident along with details such as root cause analysis, damage caused, data/ service compromised, action taken to contain the incident. CCIL IFSC will ensure that the information received in this regard shall be kept confidential for its use and will be disclosed only to regulators, if required.)

4.39 Obligation to Disclose

If the receiving Party is required to disclose the Confidential Information of the disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the receiving Party, where legally permissible, will give prior written notice of such requirement to the disclosing Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing Party to



seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving Party will reasonably cooperate in such efforts.

4.40 Right To Audit

Notwithstanding anything contained hereinabove, Contractor shall on notice of 03 business days facilitate the CCIL IFSC and/or regulator to audit the services being provided by Contractor, limited to and in connection with services as under the Agreement. Such audit shall be done during normal business hours. For avoidance of doubt, such audit will not cause Contractor to be in breach of its organizational confidentiality requirement.

4.41 Return of Information

If so requested by CCIL IFSC and subject to the provisions of this Agreement or in the event of termination of future PO for any reason whatsoever, the Contractor shall promptly destroy or cause to be destroyed, or return or cause to be returned to CCIL IFSC, all Confidential Information received from or on behalf of CCIL IFSC, including all copies or duplicates of such Confidential Information, and all summaries, analyses, compilations, studies, notes, memos or other documents which contain or reflect any Confidential Information.

4.42 Absence of Litigation

The Contractor represents and warrants to CCIL IFSC that there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against the Contractor which, if adversely determined against the Contractor, would have a material adverse effect on the Contractor's ability to perform the obligations under this Agreement.

4.43 Copyrights, Patents and Other Proprietary Rights:

It is hereby acknowledged and agreed by the vendor that CCIL IFSC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, trademarks and design (if any) with regard to products, processes, inventions ideas, know-how or documents and other materials which the Vendor has developed for CCIL IFSC under the contract and which bear a direct relation to or are produced or prepared or collected in consequence of or during the course of the performance of the contract. The Vendor shall ensure that any provisions of this type necessary to protect the Intellectual Property Rights of the Employer are included in all its contracts with sub-vendors.

4.44 Compliance with rules and regulations:

Vendor shall at all times during the period of contract conform to and comply with all the regulations and by the laws of the State or Central Government or of CCIL IFSC and of all other local authorities as are applicable to it as an IT service provider in relation to the performance of this Contract.

4.45 Legal Binding:

No Legal binding will exist between the vendor and CCIL IFSC until the issuing of the Purchase Order by



CCIL IFSC.

4.46 Contract Award:

No Vendor shall contact the CCIL IFSC on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful vendor(s).

CCIL IFSC will award the contract to the successful vendor where the proposal has been determined to be the best valued services. CCIL IFSC is entitled to vary the details of its requirement and the vendor shall implement such variations without undue delay, and or penalties, even if the effect of the variations on cost and delivery schedule have not been agreed. Such variations may include increase or reduction of the services/licenses provided that such variations are within what CCIL IFSC and the vendor should reasonably expect when entering into the contract. CCIL IFSC reserves the right to accept the whole proposal or such parts thereof as CCIL IFSC may in its absolute discretion to decide. CCIL IFSC decisions in this respect will be final. CCIL IFSC reserves the right to award the contract to the vendor as it deems fit.

4.47 Back-to-Back OEM Agreement

The vendor needs to submit relevant supporting documents of their Back-to-back arrangement with the respective OEMs.

4.48 Proposal Terms & Submission Instructions

Before bidding, the Vendors are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to CCIL IFSC for necessary clarifications and / or confirmation.

4.49 Cost and Expenses:

All cost and expenses incurred by vendor in any way associated with the development, preparation, submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations etc. and providing any additional information required by CCIL IFSC, will be borne entirely and exclusively by the vendor.

4.50 Insolvency:

CCIL IFSC may terminate the contract awarded by giving written notice to without compensation, if the vendors become bankrupt, goes in liquidation or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to CCIL IFSC.

4.51 No Infringement



The Seller/ Party, hereby warrants that it is an authorized seller/ reseller of the products and the sale of the products to CCIL IFSC under this Agreement does not infringe on or constitute a misappropriation of the Intellectual Property or any other rights of any third party and the sale is in accordance with the provisions of applicable laws including but not limited to The Copyright Act, 1957, Information Technology Act, 2000 and Rules / Regulations framed thereunder as amended from time to time.

4.52 Applicable Law:

The vendor shall comply with all the applicable laws including but not limited to the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and/ or any other data protection laws, as may be made applicable from time to time. Further, vendor shall be solely responsible for compliance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 by its employees and for educating its employees about prevention of sexual harassment at work place and related issues and in case of any complaint of sexual harassment against the employees of the vendor or CUSTOMER, the Parties shall take appropriate actions according to the provisions of the aforesaid Act.

4.53 Contract Amendments:

No variation in, or modification of, the terms of the contract awarded shall be accepted unless a written amendment is exchanged between the parties, duly endorsed by their authorized signatories. No change or other modification shall be binding upon CCIL IFSC unless accepted in writing by CCIL IFSC.

4.54 Termination of Contract:

CCIL IFSC, by written notice, may terminate the contract in whole or in part, as per the under-noted reasons, at any time by giving 90 days prior notice in writing to The Bidder. The notice for termination shall specify the extent to which the contract is terminated, and the date from which such termination becomes effective.

- The selected Bidder goes into liquidation voluntarily or otherwise.
- The selected Bidder commits a breach of any of the terms and conditions of the contract.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If deductions on account of penalties exceed more than 10% of the total contract price.
- After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, CCIL IFSC reserves the rights to get the remaining part of the contract executed by another party of its choice. Under such circumstances, the selected Bidder (existing Bidder) shall be liable to pay a sum of money, equal to the TCO amount, to CCIL IFSC immediately.
- CCIL IFSC reserves the rights to recover any dues payable to the selected Bidder (existing Bidder) from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of CCIL IFSC.
- OEM obligation against Bidder failure to supply or install or implement or operate or support.



Necessary guarantee or certification is to be obtained from the OEM as per Annexure .

The Bidder shall deliver all the requirements and complete all necessary documentation/s as per the requirements mentioned in this RFP. In the event of an unforeseeable delay, The Bidder shall approach CCIL IFSC for an approval to extend the timelines with complete justification and reasoning. The discretion to extend the timelines shall rest solely on CCIL IFSC, and in the event that extension is provided, it will be at no extra cost to CCIL IFSC.



5.0 Annexures

5.1 Annexure-I: License Requirement

The details of Server OSE licenses required are as given below:

S/N	Particulars	DC + DR (instances)	License Assumption	License Required
1	Red Hat Linux Enterprise subscription annual (Premium Subscription for 16 instances and Standard Subscription for balance 16 instances)	32	One license caters to 2 Virtual Machine instances	16
2	Windows Server Standard Edition license with Software Assurance 3 Yrs	20	Minimum 8 core license per instance, 2 core pack license	80
3	Crowdstrike XDR License subscription (Antivirus & EDR), annual	60	One license per instance	60

Red Hat Enterprise Licensing assumption: Software Subscription is based on the number of virtual machines and for availing the subscription, divide the number of virtual machines by two for the number of subscriptions to purchase.

Microsoft Windows Server Standard Licensing assumption: Software Subscription / Software Assurance (SA) is based on number of virtual cores per virtual machine, subject to a minimum of 8 core licenses per virtual machine.

Crowdstrike XDR Licensing assumption: Software Subscription is based on number of endpoint instances.



5.2 Annexure II: Format for Commercial Proposal

All the prices quoted by the Bidder shall be in INR, inclusive of the basic price of the software, levies, freight, cost of expenses for Transit Insurance, transportation, clearing & forwarding etc. if any, No other charges will be payable by CCIL IFSC.

S/N	Particulars	DC + DR (instances)	License Required	Unit Price	Total
1	Red Hat Linux Enterprise subscription annual (Premium Subscription for 16 instances and Standard Subscription for balance 16 instances)	32	16		
2	Windows Server Standard Edition license with Software Assurance 3 Yrs	20	80		
3	Crowdstrike XDR License subscription (Antivirus & EDR), annual	60	60		
Grand Total					

CCIL IFSC Limited (CCIL IFSC) is registered and located in GIFT City, which is an SEZ Zone as per SEZ Act. It may be noted that CCIL IFSC shall receive goods or services or both for authorized operation at zero rate. The contractor shall follow all procedures related to zero rated supply of goods or service or both to CCIL IFSC.



5.3 Annexure III: Procedure for Commercial Proposal

5.3.1 Envelope Format:

Total 2 set of documents need to be submitted as detailed below:

S/N	Envelope /Email	Contents
1	Email	Pre-qualification Eligibility Criteria as per checklist given below in Section 4.0, a soft-copy to be emailed to vrathod@ccilindia.co.in (.zip) format not exceeding 10MB of size having subject line “Procurement Of Licenses For Server Operating System & XDR Solution” (Your Company Name)” (1 copy)
2	Physical Envelope	Commercial Proposal a hard copy in one sealed envelope, as per the format given in 5.2 - Annexure-II, super-scribed “Procurement Of Licenses For Server Operating System & XDR Solution”.

The contractor is expected to examine all instructions, forms, terms & conditions in the RFP document and furnish all requisite information as stipulated herein.

Visiting card of the vendor personnel (Single Point of Contact) needs to be stapled on the envelope with complete contact details for coordination relating to any queries / clarification regarding the procurement sought by CCIL IFSC.

(Note: Prices should not be indicated in the Pre-qualification documents soft copy sent through Email)

Each set of the document should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Proposal.

Contractor are expected to examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all requisite information as stipulated herein.

5.3.2 Eligibility criteria

Partner Vendor should be meeting all the requisite prequalification criteria as detailed in section 3.0

5.3.3 Commercial Proposal

The Commercial Proposal, besides the other requirements of the RFP, shall comprise of the following:

5.3.3a Commercial Proposal a hard copy in one sealed envelope, as per the format given in 5.2 - Annexure-II.

5.3.3b the vendor shall indicate in the template prescribed, the unit rates and total Proposal Prices of the licenses / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Document. In absence of said information, a proposal may be considered incomplete



and be summarily rejected.

5.3.3c It must be clearly understood that the Scope of Work is intended to give the Vendor an idea about the order and magnitude of the work. It shall be the responsibility of the Vendor to fully meet all the requirements of the Scope of Work.

5.3.3d The Invoicing should be made in accordance with applicable tax norms. The prices should be excluding taxes and other charges as may be applicable in relation to the activities proposed to be carried out.

5.3.3e Prices quoted in the proposal must be firm and final and shall not be subject to any upward revisions. CCIL IFSC reserves the right to negotiate the prices quoted in the proposal to effect downward modification. The Proposal Prices shall be indicated in Indian Rupees (INR) only.

5.3.3f Prices in any form or by any reason should not be revealed before opening the Commercial Proposal, failing which the offer shall be liable to be rejected.

5.3.4 Proposal Validity

Proposals shall remain valid for 60 days from the last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. CCIL IFSC reserves the right to request the Vendor to extend the validity of the proposal through official correspondences.

5.3.5 Proposal Evaluation

Pursuant to the pre-qualification criteria, vendors will be short-listed for commercial proposal. Commercial proposals will be considered only for the Vendors who succeed the prequalification criteria.

5.3.6 Liability of CCIL IFSC:

The vendor is not liable under any circumstances, for losses or damages to CCIL IFSC including those claimed by third parties against CCIL IFSC, for loss of, or damage to, any records of data, or for any economic, indirect or consequential damages including, but not limited to, loss of business profits, revenues or savings, actual or anticipated, or incidental damages. CCIL IFSC shall have no liability whatsoever for any injury to vendor personnel, agents or representatives suffered while on CCIL IFSC premises or anywhere else including, without limitation, liability for any damages suffered which results from the malfunction of any equipment. In no event the total liability of both parties shall exceed the total order value.



5.3.7 Information Security Certificate

(This certificate is to be rendered on Letterhead of the OEM/Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the OEM/Manufacturer)

This is to certify that–

1. The software being offered do not contain any kind of malicious code such as Viruses, Trojan, and Spyware that would: -
 - (a) Obstruct the desired and the designed function of hardware, if any.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the CCIL IFSC Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, and theft of equipment or information, sabotage & information extortion;
2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software developed and supplied.
3. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware (if any) / software supplied.

Date: (Signature of Authorized Signatory)

Place: Name and designation

Company Seal:

5.3.8 Format for proposal submission:

5.3.8a Prequalification Checklist

S/N	Description	Document Attached (Y/N)
1	Supporting documents for year of incorporation and nature of Business should be enclosed	
2	Customer contact details	
3	A copy of MOU/ MAF between OEM and partner vendor	
4	Relevant part of Audited Annual Report showing turnover and profitability.	



5	A declaration by the Vendor for providing a) Facility to provide 24*7*365 support available in India. b) Immediate telephonic support / onsite support, if required.	
6	Empanelment of vendor	
7	Escalation Matrix	
8	Deviation from RFP Terms and Conditions	

5.3.8b Empanelment of vendor (Use additional sheets, if required)

1	Name of the Company		
2	Registered office (address)		
3	Year of incorporation		
4	Brief company profile a) Constitution b) Promoters c) Chairman/MD/CEO d) No. of employees e) No. of branches and their locations		
5	Financial Details (Last 3 years) Total Annual turnover, Net profit	Total Turnover for FY 2023-2024	
		Total Net Profit	
		Total Turnover for FY 2022-23	
		Net Profit	
		Total Turnover for FY 2021-22	
		Net Profit	
6	Products / Services offered		
7	Area of expertise		
8	Skill sets & competencies		
9	Technology Partners / Associates		
10	Credentials / Major Clientele List		
11	Certification, if any		
12	Contact details		

Note: Submit all relevant documents as proof of the above declarations.



5.3.8c - Escalation Matrix:

Escalation Matrix	Severity	Time	Responsibility	Contact Details
	Level 1	Immediate	Account Manager	Name: Office No.: Mobile No.: Email id.:
	Level 2	After 2 Hrs.	Sr. Manager	Name: Office No.: Mobile No.: Email id.:
	Level 3	After 4 Hrs.	S. Vice President /Chief General Manager or equivalent	Name: Office No.: Mobile No.: Email id.:

5.3.8d Customer References

S /N	Item	Customer 2	Customer 2	Customer 3
1	Customer Name			
2	Customer Office Address			
3	Nature of the software license purchase	Details of software license supplied:	Details of software license supplied:	Details of software license supplied:
		Contract Value:	Contract Value:	Contract Value:
4	Contact person Details	Name: Designation: Telephone: Email:	Name: Designation: Telephone: Email:	Name: Designation: Telephone: Email:

(Note: Above information shall be supported with completion certificate from the customer)



5.3.8e - Deviation from RFP terms and Conditions

S/N	Section	Clause No	Page No	Deviation and Variation	Remark

(Note: If any deviations from technical specifications are warranted, reasons for such variation should be specified.)



5.4 Annexure IV: Commercial Proposal Letter

(To be submitted on company's letter head)

To,
Vice President - IT
The Clearing Corporation of India Ltd
CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028

Sub: Procurement Of Licenses For Server Operating System & XDR Solution

Sir,

We, <name of the OEM/ vendor>, having read and examined in detail all the RFP documents in respect of the subject work, do hereby propose to provide services as specified in the RFP documents number, RFP No. CIL/IT/RFP/VR/25/001 dated April 11, 2025 as under.

We hereby agree that if any statutory tax is altercated under the law, we shall pay the same.

Price and Validity

All the prices mentioned in our RFP are in accordance with the terms as specified in the tendered documents. All the prices and other terms and conditions of this RFP are valid for a period of 60 calendar days from the date of opening of the RFP.

Pricing

We further confirm that the prices stated in our proposal are in accordance with your instruction to vendor included in RFP documents.

Qualifying Data

We confirm having submitted the information as required by you in your Instructions. In case you require any other further information/ documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

Proposal Price

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP documents. These prices are indicated in respective columns of Format of Commercial Proposals along with our response to RFP.

We understand that our RFP is binding on us and that you are not bound to accept an RFP you receive.

Thanking you,

Yours faithfully,

(Signature of the OEM/Vendor)

Printed Name

Designation

Seal
