



The Clearing Corporation of India Ltd. (CCIL)

CCIL Bhavan,
S. K. Bole Road, Dadar (West),
Mumbai - 400 028
Website: <https://www.ccilindia.com>

Request for Proposal (RFP) for Adobe Software License Subscription

RFP No: CCIL/IT/RFP/DM/25/073

Dated: August 6, 2025

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 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 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 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 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. No part or material of this RFP document should be published on paper or on electronic media without prior written permission from CCIL.

This RFP is being issued by CCIL.

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1.0 Requirement and Invitation of Proposal

The Clearing Corporation of India Limited (CCIL) invites commercially competitive and technically complete proposal from reputed vendors for Adobe Software License Subscription (herein after referred to as goods/services). The brief detail of the license requirement is given below.

Address for Proposal Submission & Correspondence:

Dinar More

Deputy Manager II– IT,

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:

Sr	Description	Date	Time
1.	Release of RFP	August 6, 2025	04:00 PM
2.	RFP clarifications/queries required to be sent on email at dmore@ccilindia.co.in , vmalekar@ccilindia.co.in , hshaikh@ccilindia.co.in	August 12, 2025	11:00 AM
3.	Proposal submission	August 12, 2025	11:00 AM
4.	E-Auction	Date and time will be communicated to vendors	

License Requirement Detail

Sr	License detail	Subscription Period	Customer VIP Number	Qty
1.	Adobe Acrobat Pro DC	September 25, 2025	57C0432085B00C8B30EA	50
2.	Adobe Creative Cloud	to September 24, 2026		4

Late Bids:

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

CCIL 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.

Details of annexure attached with this RFP are as below:

Sr.	Annexure No	Details	Page No.
1	I	Proposal Letter	20
2	II	Commercial Reply	21
3	III	Empanelment of Vendors Form	22
4	IV	Deviation (if any)	23

2.0 Procedure for Commercial Proposal

2.1 Envelope Format:

Details of the Soft copy and Hard copy / Physical envelope to be submitted are as given below:

Sr	Submission Mode	Type	Annexure No.	Details	Reference Page No.
1	Email	Prequalification	I	Proposal Letter	20
2			III	Empanelment of Vendors Form	22
4			-	<u>Prequalification Eligibility Criteria</u> <ul style="list-style-type: none">• Incorporation / Registration Certificate• Previous 3 years audited P&L Statement & Balance sheet	7
5			IV	Deviation (if any)	23
6	Courier	Commercial	II	Commercial Reply	21

The Vendor 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.

(Note: Prices should not be indicated in the Pre-qualification and Technical Proposal.)

Each copy of the RFP should be a complete document. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Proposal.

Vendor 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.

2.2 Eligibility criteria

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

2.3 Commercial Proposal

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

- Commercial Proposal a hard copy in one sealed envelope, as per the format given in Annexure-II.
- The vendor shall indicate in the template prescribed, the unit rates and total Proposal Prices of the equipment / 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.
- 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. If during the course of execution of the project

any revisions are required to meet the goals of Scope of Work; changes shall be carried out within the current price without any impact to the CCIL.

- 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.
- Prices quoted in the proposal must be firm and final and shall not be subject to any upward revisions. CCIL 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.
- 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.

2.5 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 reserves the right to request the Vendor to extend the validity of the proposal through official correspondences.

2.6 Local Site Conditions

It will be incumbent upon each Vendor to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and/ or the cost. The Vendors are advised to visit the proposed Site at their own cost.

The Vendor is expected to make a site visit to the proposed Site facility to obtain for himself on his own responsibility all information that may be necessary for preparing the proposal and entering into contract. Obtaining such information shall be at Vendor's own cost.

2.7 Proposal Evaluation

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

CCIL will review the technical proposal of the short-listed Vendors to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at the discretion of CCIL. CCIL will first evaluate the technical proposal followed by commercial proposals.

2.8 Liability of CCIL:

The vendor is not liable under any circumstances, for losses or damages to CCIL including those claimed by third parties against CCIL, 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 shall have no liability whatsoever for any injury to vendor personnel, agents or representatives suffered while on CCIL 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.

3.0 Prequalification Eligibility Criteria

The Vendor needs to comply with all the eligibility criteria of the RFP to be eligible for evaluation. Non-compliance to any of these criteria would result in outright rejection of the Vendor's proposal. The decision of CCIL would be final and binding on all the Vendors to this RFP. CCIL may accept or reject an offer without assigning any reason what so ever. The invitation is open to all vendors who qualify the eligibility criteria as given below:

Parameters for Eligibility Criteria:

SR.	Description	Supporting Credentials
1.	The vendor should be a firm or company in the same line of business duly registered with relevant authorities and in the same line of business for at least Two years as on 31st March 2024	Supporting documents for registration and year of incorporation should be enclosed
2	The vendor should be a profitable organization and should have consistent annual turnover not less than Rupees 5 Crores during past 2 consecutive financial years.	Relevant part of Audited Annual Report showing turnover and profitability.
3	The Vendor should submit the empanelment of vendors form given in Annexure I	All relevant supporting

4.0 General Terms & Conditions

4.1 General Teams

- Unless otherwise agreed to in writing by CCIL, 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.
- CCIL reserves the rights to select the vendor / OEM.
- CCIL reserves the right to accept the whole proposal or such parts thereof as CCIL may in its absolute discretion to decide. CCIL decisions in this respect will be final. CCIL reserves the right to award the contract to the vendor as it deems fit.
- CCIL 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 reserves the right to modify the quantity of equipment 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:

SR.	RFP Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

4.2 Commercials / Prices:

All the prices quoted by the Vendor shall be in INR, exclusive of GST, but inclusive of the basic price of the hardware/software, levies, freight, cost of expenses for Transit Insurance, transportation, clearing & forwarding etc. No other charges will be payable by CCIL. Any tax required to be deducted at source shall be deducted by us at the applicable rates.

The Vendor shall ensure that BOM prices to be given are inclusive of all the components including software licenses and its warranty / support / subscription.

4.3 E-Auction

Prices quoted in the proposal must be firm and final and shall not be subject to any upward revisions. CCIL 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. Negotiation for the said procurement will be conducted via e-Auction with Reverse Auction option. CCIL reserves the right to further deliberate and discuss the commercials with the lowest or all the participants if the e-Auction results are found to be unreasonable/illogical/unjustifiable or erroneous.

4.4 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 does not make any warranty, express or implied, with respect to the information provided in this RFP or on which the RFP is based.

4.5 Amendment to the RFP Document

- CCIL 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 may modify this RFP document. Vendors may be suitably informed to resubmit their offer.
- All prospective vendors shall be notified of the amendment 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 reserves the rights to extend the deadline for the submission of bids. However, no request from the vendor, shall be binding on CCIL for the same.

4.6 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 will, in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.7 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 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 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.

4.8 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 shall be in English only.

4.9 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.
- Taxes such as Goods & Service Tax shall be indicated separately.

4.10 Proposal rejection

- CCIL reserves the rights to reject the Proposals, which are incomplete and / or received after the due date.
- CCIL shall not be responsible for non-receipt of proposals by the specified date and time for any reason, including postal holidays or delays.
- CCIL reserve the rights to reject the incomplete proposal.
- CCIL reserve the right to accept or reject any proposal in full or part, CCIL 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's decision in this respect will be final.
- CCIL reserves the right to reject the proposals if it finds that any unfair business practices being resorted to by the vendors.

4.11 Terms of Delivery:

- The contracted vendor shall ensure delivery of the goods/services within 6 weeks from the date of acceptance of Purchase Order.
- The goods/services need to be delivered in one of following ways:
 - email to dmore@ccilindia.co.in & hshaikh@ccilindia.co.in
 - via courier at the following location
The Clearing Corporation of India Ltd.
CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028
 - made available online at the OEMs portal.

CCIL reserve the right to change the locations of delivery as and when required

4.12 Roles and Responsibility

The Roles and responsibilities for CCIL & selected vendor are given below:

Sr.	Description	CCIL	Vendor
1	Receipt / Acceptance of the Purchase Order	-	✓
2	Supply of goods / services / License / Subscription as per PO	-	✓
3	Submission of License copy	-	✓
4	Validation of software license and subscription	✓	✓

4.13 Scope of Work

Shortlisted Contractor shall perform the following activities as part of the supply of goods/services/license:

- Receipt / Acceptance of the Purchase Order
- Delivery of License as per Purchase Order
- Activation of License as per Purchase Order
- Validation of software license and subscription

4.14 Payment Terms:

100% payment will be made within 45 days from the date of acceptance (post successful delivery & installation). 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 & services and accepted by the Company. In cases where the installation of goods is required for use by the Company, the date of actual delivery of goods & services 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 & services received by the Company, the payment will be made within 45 days from the date of rectification of the deficiency.

4.15 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.

4.16 Liquidated Damages for delay in delivery:

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

4.17 Quality Assurance and Commitments:

The entire hardware/software provided shall be of the highest grade and quality including quality of components such as peripherals, cables, connectors etc. and workmanship. Vendor will make sure that the supplied hardware/software has gone through rigorous testing at their end. In case CCIL experiences failure of any of the components, CCIL reserves right to return the delivered hardware and bundled software and demand replacement, which needs to be supplied at the earliest after reporting of failure.

4.18 Limitation of Liability

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

CCIL 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.

4.19 Admission and working at the site:

All the personnel deputed by vendor shall comply with the instructions and follow the required security norms in respect of the personnel, vehicles, materials etc.

4.20 Warranty

In addition to its standard warranties, Contractor/Service Provider warrants to CCIL that each product furnished hereunder and any component part thereof shall be:

- (a) in conformity with the specifications in all respects and fit for the purpose intended
- (b) free from faulty workmanship, material or design,
- (c) free and clear of all liens, claims, security interests or other encumbrances of any kind, with Contractor having good and marketable title thereto.

Services furnished hereunder shall be performed in a skilled, professional and workman like manner.

4.21 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 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.

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

Further, Vendor undertakes to 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 CUSTOMER with other remedies available to it under the applicable laws.

4.22 Limitation of Liability

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

CCIL 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 Representation and Warranties

The Contractor shall warrant that hardware/software supplied under this Purchase Order is in compliance with the specifications agreed upon and does not have any defect arising out of faulty design, bugs etc., for a period of 2 months from the date of acceptance of the PO. 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, within a mutually agreed time frame from the receipt of the bug information in order to ensure continued operations. Further Contractor shall provide permanent solutions for the identified defects.

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
 - iii. Constitute a violation of any applicable law, rule or regulation of any government or regulatory body.

4.24 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'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 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.

4.25 Copyrights, Patents and Other Proprietary Rights:

It is hereby acknowledged and agreed by the vendor that CCIL 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 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.

4.26 Assignment/Sub-contract:

The Vendor may not assign whole or part of the works, transfer, subcontract, pledge or make any other disposition of the Contract, other than the OEM, of any part of the Contract, or of any rights, claims or obligations under the Contract except with the prior written authorization of CCIL. Any such unauthorized assignment, transfer, subcontract, pledge or other disposition, or any attempt to do so, shall not be binding on CCIL. However, such action shall not relieve the Vendor from fulfilling its responsibilities under this Contract.

4.27 Indemnity:

- a. The Contractor will indemnify and keep indemnified and otherwise hold harmless, CCIL , 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 may suffer or incur, as well as all actions, suits and proceedings which CCIL 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 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 , 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 of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to CCIL under this 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 entitled compliance with law.

- 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 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, 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 is entitled to indemnification under this Clause, CCIL will provide notice thereof to the Contractor. CCIL 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 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 to handle and defend the same, at the Contractor's sole cost. CCIL 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's prior written consent. CCIL 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 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 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.

4.28 Force Majeure:

- a) Notwithstanding anything contained in the PO, 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 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 PO, prior to the occurrence of events of Force Majeure.

4.29 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 harmless for any such obligations. The Contractor shall also fully inform itself of all obligations and works necessary under the PO. 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.

4.30 Related Party Disclosure

The Vendor 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 transactions are non- Related Party Transactions, the Vendor shall confirm the same in writing to CCIL.

4.31 Dispute / Arbitration:

In the case of any dispute or any difference between the parties arising out of or in relation to this agreement including disputes or differences as to the validity of this agreement or interpretation of any of the provisions of this agreement, the same shall be resolved by mutual discussion.

Failing such resolution by mutual discussion, the same shall be referred to a panel of 3 arbitrators, one to be appointed by CUSTOMER and the other by the VENDOR 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 Act, 1996 (as amended from time to time), or any re-enactment for the time being in force. The venue and seat of Arbitration shall be Mumbai and only courts at Mumbai shall have exclusive jurisdiction in all such matters. The Arbitration proceedings shall be conducted in the English language.

4.32 Unfair means

Vendors are advised not to resort to any unfair means /practices directly or indirectly during and after the RFP process. Any such attempt may lead to disqualification from the bidding process.

4.33 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, 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.

4.34 No Agency

Nothing herein contained shall be construed as constituting or evidencing any partnership or agency between the Parties.

4.35 Information System Security:

Personnel from the Contractor working at CCIL'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'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 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, 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.

4.36 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 and of all other local authorities as are applicable to it as an IT service provider in relation to the performance of this Contract.

4.37 Legal Binding:

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

4.38 Background Verification

Vendor shall conduct and be solely responsible for background checks of its employees, agents, representatives, and sub-vendors.

4.39 Contract Award:

No Vendor shall contact the CCIL 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 will award the contract to the successful vendor where the proposal has been determined to be the best valued services. CCIL 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 and the vendor should reasonably expect when entering into the contract. CCIL reserves the right to accept the whole proposal or such parts thereof as CCIL may in its absolute discretion to decide. CCIL decisions in this respect will be final. CCIL reserves the right to award the contract to the vendor as it deems fit.

4.40 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 for necessary clarifications and / or confirmation.

4.41 Insurance:

- (a) Transit insurance to be assured by supplier till the locations of CCIL.
- (b) The equipment's delivered are required to be insured by the vendor up to the date of installation at CCIL 's office location.

4.42 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, will be borne entirely and exclusively by the vendor.

4.43 Shifting Support:

During the Warranty period, shifting / migration of hardware/software from one place to another, an engineer will be made available by Vendor for the purpose of dismantling, pre-shifting inspection, post-shifting inspection, installation/configuration of necessary hardware and bundled software etc. at no extra cost.

4.44 Right to Audit

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

4.45 Insolvency:

CCIL 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.

4.46 Notices:

Any declaration or any other notice given by one party to the other shall be sent by registered letter, to the address specified for this purpose in the contract; such declaration or notice shall be legally

effective. CCIL 's decision in respect of all or any of the above matter shall be final and binding.

4.47 No Infringement

The Seller/ Party, hereby warrants that it is an authorised seller/ reseller of the products and the sale of the products to CCIL 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.

4.48 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 CCIL, the Parties shall take appropriate actions according to the provisions of the aforesaid Act.

4.49 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 unless accepted in writing by CCIL.

4.50 Termination of Contract:

Any Violation of the terms & conditions of the contract, CCIL have the sole right to terminate the contract by giving one month notice in writing.

5.0 Annexures

Annexure I - Proposal Letter (To be submitted on company's letter head)

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

Sub: Adobe License Subscription

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 goods/services as specified in this RFP documents number, RFP No. CCIL/IT/RFP/DM/25/073 Date: August 6, 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

Annexure II: Format for Commercial Proposal

Commercial Details

Table 1: Adobe License Subscription (September 25, 2025 to September 24, 2026)

Sr.	Item	Qty.	Unit Price	Total Price
1	Adobe Acrobat Pro DC	50		
2	Adobe Creative Cloud	4		
Sub-Total				
CGST (please specify %)				
SGST (please specify %)				
All-inclusive price				

Note: (1) Above price are in INR.

(2) Price validity should be for 60 days.

Annexure III: Empanelment of Vendors

1	Name of the Company		
2	Registered office (address)		
3	MSME (If Yes, please provide MSME Registration number)	Yes / No MSME Registration No:	
4	Year of incorporation		
5	Brief company profile a) Constitution b) Promoters c) Chairman/MD/CEO d) No. of employees e) No. of branches and their locations		
6	Financial Details (Last 2 years) a) Total Annual turnover b) Net profit	Total Turnover for FY 2022-23 Net Profit Total Turnover for FY 2023-24 Net Profit	
7	Products / Services offered		
8	Area of expertise		
9	Skill sets & competencies		
10	Technology Partners / Associates		
11	Credentials / Major Clientele List		
12	Certification, if any		
13	Contact details		

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

Annexure IV - Deviation from RFP terms and Conditions

Sr.	Section	Clause No	Page No	Deviation Variation	and Remark

Note:

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

Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above.
