



The Clearing Corporation of India Ltd (CCIL)

REQUEST FOR PROPOSAL

FOR

ANNUAL TECHNICAL SUPPORT FOR IBM MQ PRODUCTS

RFP No: CCIL/IT/RFP/RG/24/212

Dated: October 01, 2024

Office Address: The Clearing Corporation of India Limited, CCIL Bhavan,
S K Bole Road, Dadar (W), Mumbai – 400028
[Website : https://ccilindia.com](https://ccilindia.com)

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1. The Clearing Corporation of India Limited

The Clearing Corporation of India Limited (CCIL) has been promoted by leading banks and financial institutions operating in India to address the need for a centralized clearing and settlement system for debt and foreign exchange transactions. The primary objective of setting up CCIL has been to establish a safe institutional structure for the clearing and settlement of trades in the Government Securities, Forex (FX), Money and Debt Markets so as to bring in efficiency in the transaction settlement process. A unique institution of its kind in the country, CCIL addresses the long-felt need for an institutional structure to support and facilitate the clearing and settlement of trades across different markets viz., Government Securities, Forex and Money Markets.

2. Invitation for Proposal

Technically complete and commercially competitive proposal from reputed vendors for comprehensive Annual Technical Support services of the IBM MQ products summarized below for The Clearing Corporation of India Limited (hereinafter CCIL), for the **period January 01, 2025 to December 31, 2025.**

2.1 License detail

S. No.	Product	License type Processor value Unit (PVU) / Users
1	IBM WEBSHERE MQ Processor (E0256LL)	PVU

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

	Description	Date	Time
1	Release of RFP	01-10-2024	12:00 PM
2	RFP clarifications/queries are required to be sent on email to rgupta@ccilindia.co.in	10-10-2024	04:00 PM
3	Proposal submission	11-10-2024	04:00 PM

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 Bidder. Any decision in this regard by CCIL shall be final, conclusive and binding on the Bidder.

In the event of the specified date for the receipt of Bids being declared a holiday for CCIL, the Bids will be received up to the appointed time on the immediate next working day.

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

Sr.	Annexure Number	Details
1	I	Empanelment of Vendors Form
2	II	Escalation Matrix

2.4 Instructions for Submission of proposals & Annexure Details are given below:

<u>Sr</u>	<u>Details</u>	<u>Reference Page No.</u>	<u>Submission via</u>
<u>1</u>	<u>Prequalification Detail</u> i) <u>Annexure I - Empanelment of Vendors Form</u> ii) <u>Sr.No.2 - Prequalification Eligibility Criteria</u> a) <u>Incorporation / Registration Certificate</u> b) <u>Previous 3 years audited P&L Statement & Balance sheet</u>	<u>22</u> <u>3-4</u> <u>3-4</u>	<u>Email to rgupta@ccilindia.co.in</u>
<u>2</u>	<u>Commercial Proposal for Annual Technical Support for IBM MQ Products</u> i) <u>Section 6.10 Commercial Reply</u> ii) <u>Section 6.13 - Deviations if any</u>	<u>11</u> <u>13</u>	<u>Courier – Sealed Envelope.</u>

- Maximum email size which can be received by CCIL / is of 10MB. In case email size is more, vendor is required to send multiple emails.
- 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 in regards to the renewal sought by CCIL /.

3. Prequalification / Eligibility Criteria for Vendors

The vendors must possess the expertise/knowledge in support for IBMMQ Products and must be familiar with the licensing structure. The proposal must be complete in all respects. The invitation is open to vendors who qualify the eligibility criteria as given below:

Table-1: Vendor eligibility criteria and support credentials

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 31st March 2024	Supporting documents for registration and year of incorporation should be enclosed.
2	The vendor should be an Authorized IBM MQ 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 20 crores consistently during past three years	Audited balance sheet showing turnover and profitability.
4	The vendor should have offices in Mumbai with on call support facilities.	List of office locations in Mumbai with on call support facility
5	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. Annual Technical Support Requirements

Licenses held by CCIL for the IBM MQ Products is listed below;

Table-2: IBM MQ products

S. No.	Product	License type PVU / Users	Quantity
1	IBM WEBSHERE MQ Processor (E0256LL)	PVU	25000
2	IBM WEBSHERE MQ Processor (E0256LL)	PVU	8460
3	IBM WEBSHERE MQ Processor (E0256LL)	PVU	13510

Note: PVU = Processor value Unit

4.1 Scope of Service and Support Required

License renewal Installation & Support Site Address:

1. The Clearing Corporation of India Limited.
F. P. No. 822, CCIL Bhavan, S K Bhole Road,
Dadar (W), Mumbai – 400028
2. The Clearing Corporation of India Limited.
4th Floor, 14A& 14B, Tower-I, Commercial 2,
Kohinoor Complex, Kurla (W), Mumbai 400070

3. The Clearing Corporation of India Limited.
M/s Sify Infnit Spaces Limited
Survey No. 115/1, Nanakramguda, Financial District,
Hyderabad, Telangana - 500032.

During the said period you shall provide the following services at no extra cost at both the Mumbai and Pune.

- i) Installation and configuration procedure document
- ii) Software product installations as and when required by CCIL.
- iii) Supply and installation of upgrades, Migrations, Installations, Configuration, Basic Administration, updates, fixes & patches etc. at least once in a quarter.
- iv) Web/e-mail based support (IBM Service Request for all the products of IBM listed in the Table-2)
- v) Vendor to Log a complaint with respective division and initiate action for corrective measures for all the incidences
- vi) (a) On-site support required by CCIL on 24x7 basis for all the incidents and
(b) 8 x 5 NBD for other technical issues/queries
- vii) The service levels will be as per the table below

Incident Severity	Criteria	Response	Resolution
1	Incident where in 100% users are affected	1 Hrs	2Hrs
2	Incident where more than 50% users are affected	2Hrs	4Hrs
3	Incident where les than - 50% users are affected	4Hrs	8Hrs
Technical issues/queries			
4	This consist of Technical Help / Queries related to Upgrades, Migrations etc	24Hrs	48Hrs

- viii) Analyse the complaints periodically and identify recurring problems for its permanent resolution. For all the problems vendor has to submit the RCA by next business day.
- ix) Quarterly on-site reviews, on proactive basis perform diagnostics and provide recommendations for performance tuning, enhancements etc. of the software and submit the report within a week.
- x) Conduct bi-annual review of current Patches installed and recommend latest security/critical Patches released by IBM.
- xi) Support during BCP/DR Drill

5. General Terms & Conditions

CCIL reserves the right to reject the Proposals received after the due date.

The response to RFP is subject to an evaluation process. Therefore, it is important that the bidder's carefully prepare the bid. Bidder is required to respond to the RFP only in the prescribed format. Under no circumstances, the format can be changed, altered and modified.

The content and RFP is 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.

Bidder is not permitted to announce or release any information regarding this RFP or CCIL's evaluation process without prior written approval of CCIL.

5.1 Due Diligence

The bidder 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 bidders risk and may result in rejection of the bid.

The bidder is requested to carefully examine the RFP document and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, bidder should seek necessary clarifications at the time of pre-bid meeting.

Bidder 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.

5.2 Cost of RFP Document

There is no cost for the RFP document. The bidder 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.

5.3 Amendment to the RFP Document

- a) CCIL reserves the right to make amendments to RFP document.
- b) At any time, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, CCIL may modify this RFP document. Bidders may be suitably informed to resubmit their offer.
- c) All prospective bidders shall be notified of the amendment in writing, and all such amendments shall be binding on them.
- d) If required in order to allow prospective bidders 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 bidder, shall be binding on CCIL for the same.

5.4 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 **three months** from the last date of submission.

CCIL holds the rights to reject a bid valid for a period shorter than **three months** as non-responsive, without any correspondence.

Extension of Period of Validity

In exceptional circumstances, CCIL may solicit the bidder consent to an extension of the validity period. Extension of validity period by the Bidder should be unconditional and irrevocable.

5.5 Language of Bid

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

5.6 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.

5.7 Proposal Rejection

- CCIL 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 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.

5.8 Contract Award

No Bidder 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 bidder(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.

5.9 Liability of the CCIL

CCIL will not be liable to pay expenses or losses which may be incurred by any Vendor, direct or indirect, in preparing and or submitting this RFP.

No responsibility will be attached to any officer of CCIL for premature opening or the failure to open a RFP not properly addressed and identified.

6. Proposal Terms & Submission Instructions

Before bidding, the Bidders 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.

6.1 Commercial Proposal

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

- 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 of Section 6.9 table - 3. In absence of said information, a proposal may be considered incomplete and be summarily rejected.
- The Invoicing should be made in accordance with applicable tax norms. The unit price, total price or any other charges and applicable taxes shall be stipulated separately.
- 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.
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6.2 Proposal Validity

Proposals shall remain valid for at least **three months** from the last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. CCIL reserve the right to request the Vendor to extend the validity of the proposal through official correspondences.

6.3 Completeness

The vendor shall submit the quotes for Annual Technical Support of IBM-MQ items mentioned in section 6.9 - table -3 for specified period.

6.4 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. In case required, the vendor is advised to visit the proposed Site at their own cost 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.

6.5 Proposal Evaluation

Pursuant to the pre-qualification criteria, vendors will be short-listed. Commercial proposals will be considered only for the vendors who succeed the prequalification criteria. CCIL will review the commercial proposal of the short-listed vendors to determine whether the proposals are complete will all required details. Proposals that are not complete are liable to be disqualified at the discretion of CCIL.

Final price discovery will be done thru reverse auction among the eligible bidders. Reverse auctions are eAuctions where suppliers submit online bids to compete against each other. Unlike forward auctions, where bids increase as the auction progresses, in reverse auctions, bidding starts with the highest possible price and decreases gradually. The lowest bid wins.

6.6 Liability of the CCIL

CCIL will not be liable to pay expenses or losses which may be incurred by any Vendor, direct or indirect, in preparing and or submitting this RFP.

No responsibility will be attached to any officer of CCIL for premature opening or the failure to open a RFP not properly addressed and identified.

The Vendors are required to submit the Prequalification and Commercial Proposal as per the prescribed formats. This section provides the outline, content and the formats that the Vendors are required to submit in their proposals.

6.7 Envelope Format

The Vendors are required to submit the Commercial Proposal as per the prescribed formats. Commercial Proposal (1 copy) in second sealed cover Hard copy set viz. "Commercial Proposal" of the RFP should be signed by authorized signatory and enclosed in a sealed cover super-scribing "Commercial Proposal".

The cover containing Commercial Proposal should be put in another single sealed envelope super-scribed “REQUEST FOR PROPOSAL – Annual Technical Support for IBM MQ products.”

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

6.8 Address for Proposal Submission & Correspondence:

Rajkumar Gupta
Senior Manager –IT
The Clearing Corporation of India Ltd
S K Bole Road, Dadar (W),
Mumbai –400028, Landmark –Near Portuguese Church

6.9 Commercial Proposal Format

(To be submitted on company letterhead)

Table-3: Commercial Proposal Format

S. No	Components	Support Period	Unit	Quantity	ATS charge per unit	Total
1	IBM WEBSHERE MQ Processor (E0256LL)	January 01, 2025 to December 31, 2025	PVU	25000		
2	IBM WEBSHERE MQ Processor (E0256LL)		PVU	8460		
3	IBM WEBSHERE MQ Processor (E0256LL)		PVU	13510		
Total base cost						
Taxes (Please specify type & percentage)						
Grand total						

Note: All the prices should in in INR

6.10 Proposal Letter

(To be submitted on company’s letter head)

To,

The Senior Vice President – IT
The Clearing Corporation of India Ltd
F. P. No 822, CCIL Bhavan,
S K Bole Road,
Dadar (W), Mumbai – 400 028

Sub: "Request for Proposal – Annual Technical Support for IBM -MQ products"

Sir,

We, the _____ (Vendor), having read and examined in detail all the RFP documents in respect of the subject work, do hereby propose to provide all the services as specified and in accordance to the RFP documents number, CCIL/IT/RFP/RG/24/212 dated October 01, 2024 as under

Price and Validity

All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions of this proposal are valid for a period of three month from _____ (the last date of submission).

We further confirm that the prices stated in our proposal are in accordance with the terms as specified in the RFP documents.

Qualifying Data

We confirm having submitted the information as per the requirements of RFP. In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction. We understand that our proposal is binding on us. Further, we also confirm the compliance to all the terms & conditions as stipulated in the RFP.

Thanking you,

Yours faithfully,

(Signature of the Vendor)

Printed Name

Designation

Seal

6.11 Vendor Profile Form:

Vendors should be meeting all the requisite prequalification criteria as detailed in section 3 and furnish the requisite details as per the following format:

1	Name of the Company	
2	Registered office address	
3	Year of incorporation	
4	MSME Details	

5	Brief company profile a) Constitution b) Promoters c) Chairman/MD/CEO d) No. of employees e) No. of branches and their locations	
6	Latest Financial Details for 3 years a) Financial Year b) Annual turn over c) Net profit	
8	Products / Services Offered	
9	Area of expertise	
10	Skill sets & competencies	
11	Technology Partners / Associates	
12	Credentials / Major Clientele List	
13	Contact details	

6.12 Prequalification checklist:

S. No	Description	Document Attached (Yes/No)
1	Company Registration document	
2	Year of Incorporation Certificate	
3	MSME Certificate	
4	Valid certificate/agreement as IBM Partner.	
5	Copy of Audited Annual Report for past three consecutive years.	
6	Vendor Profile Form	

6.13 Deviation from RFP Terms and Conditions

S No	Section	Clause	Page No	Deviation and Variation	Remarks

Note: If any deviations are warranted, reasons for such variation should be specified.

7. Terms and Conditions of Contract

7.1 Delivery

The contracted/selected vendor shall ensure to deliver the electronic or paper licenses of ATS services for IBMMQ products within **six weeks** from the date of acceptance of Purchase Order (PO).

7.2 Payment Terms

1. 90% payment against delivery of electronic or paper licenses of ATS services for IBMMQ products.
2. 10% payment on completion of 6 months of delivery of electronic or paper licenses of ATS services for IBMMQ products.

Vendor is requested to ensure that, the invoices issued for the payment shall be commercially clear and shall comply with the following requirements:

- Invoice submitted should be Original. Xerox copies/printouts will not be accepted
- Digitally signed Invoices are accepted
- Invoice should contain Product/Service description and support coverage period
- Invoice should be serially numbered, duly stamped and signed.
- Invoice should contain CCIL's PO (Purchase Order) reference number.
- Invoice should contain the Name, Address, PAN Number, GST ID and all relevant statutory information.
- Invoice should also contain the Name, Address and GST ID of, The Clearing Corporation of India Limited. (GST ID: 27AABCT4143P1ZZ) (short forms like CCIL are not acceptable)
- Invoice should contain description of the service, value and service tax payable on the same.
- The amount in figures should match the amount in words.

Any tax required to be deducted at source shall be deducted by us at the applicable rates.

7.3 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 are 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.

7.4 Liquidated Damages

If the vendor fails to deliver the renewed licenses in all respects within the time specified, Vendor shall pay to CCIL liquidated damages at the rate of 0.1% of the order value per day which can also be deducted from any moneys due to the Vendor. However, this amount shall not exceed 7.5% of the order value. The payment of such damages does not relieve the Vendor of his obligations to complete the works or from any other obligations or liabilities under the contract.

7.5 Back to Back OEM Agreement

The vendor needs to submit relevant supporting documents of their Back to back arrangement with OEMs for IBM MQ products.

7.6 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.

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.

7.7 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 CCIL 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

7.8 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 on vendor.

Address of CCIL:

The Clearing Corporation of India Ltd.
CCIL Bhavan, College Lane,
S.K.Bole Road, Dadar (W),
Mumbai 400 028.

7.9 Applicable Law

The supply under this contract will be governed by and construed and interpreted in accordance with the laws of India.

7.10 Insolvency

CCIL may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes 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.

7.11 Anti-Bribery

Vendor shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Applicable legislations in India throughout the term of this purchase order. Further, Vendor shall maintain adequate policies and procedures at their end to ensure compliance with the said legislation. It is agreed that the vendor will 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 as material breach of this purchase order

7.12 Compliance with Rules and Regulations

The Vendor shall at all times during the currency 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

7.13 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.

7.14 Assignment/Subcontract

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

7.15 Confidentiality

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.

7.16 Related Party Disclosure

Vendor shall make prior disclosure of the transactions falling under the ‘Related Party Transactions’ in terms of the provisions of the Companies Act,1956, Accounting Standard

AS-18 or any other law time being in force and in case the transaction are non- Related Party Transactions, Vendor shall confirm the same in writing to CCIL.

7.17 IS Security

Personnel from the Vendor working at CCIL 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 Vendor shall ensure that all its personnel are made aware of and necessary undertaking obtained to strictly comply with CCIL 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 Vendor, 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 Vendor . Further, the Vendor 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 Vendor shall ensure that all relevant aspect of Confidentiality, Integrity and Availability shall be maintained during entire life cycle of the project from initiation to signoff.

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

7.18 No Infringement

The Vendor, hereby warrants that it is an authorized seller/ reseller of the products and the sale of the products to CCIL under this contract 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 there under as amended from time to time.

7.19 Contract Amendments

No variation in, or modification of, the terms of the contract shall be accepted unless a written amendment is exchanged between the parties, duly endorsed by their authorized signatories.

7.20 Independent Contractor/Vendor

Vendor agrees that services performed by its employees will be in the nature as independent contractors and they will not represent themselves as employees of CCIL.

7.21 Termination of Contract

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

Annexure – I: Empanelment of Vendor

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	Latest Financial Details (2 years) a) Financial Year b) Annual turn over c) 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 declaration.

- ❖ Company profile
- ❖ Last two years balance sheet
- ❖ Last two years profit and loss A/c. (To understand if the firm is a profit making firm)
- ❖ Client list.
- ❖ If partner the partnership certificate.

Annexure – II: Escalation Matrics

Sr no	Designation	Name	Contact Details
1.	Primary Technical contact (24/7)		
2.	Account Manager – Technical		
3.	Account Manager -Sales		
4.	Head Account Manager - Sales		