



# **THE CLEARING CORPORATION OF INDIA LTD.**

Request for proposal

for

Network Security Architecture Review

RFP No: CCIL/IT/RFP/SS/25/101

Dated: September 30, 2025

---

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

Website: <https://www.ccilindia.com>

## Index

<b>DISCLAIMER .....</b>	<b>3</b>
<b>1.0 INVITATION FOR PROPOSAL .....</b>	<b>4</b>
<b>2.0 INTRODUCTION/BACKGROUND .....</b>	<b>5</b>
<b>3.0 PURPOSE OF RFP .....</b>	<b>6</b>
<b>4.0 PROJECT SCOPE.....</b>	<b>6</b>
<b>5.0 QUALIFYING CRITERIA.....</b>	<b>6</b>
<b>6.0 ASSIGNMENT SCOPE, COVERAGE, SCHEDULE AND DELIVERABLES .....</b>	<b>7</b>
<b>7.0 GENERAL TERMS &amp; CONDITIONS.....</b>	<b>8</b>
<b>7.1 PROCEDURE / INSTRUCTIONS FOR SUBMITTING PROPOSAL .....</b>	<b>8</b>
<b>7.2 CCIL'S DISCRETIONS .....</b>	<b>9</b>
<b>7.3 LANGUAGE OF BID.....</b>	<b>9</b>
<b>7.4 BID CURRENCY.....</b>	<b>10</b>
<b>7.5 COST AND EXPENSES .....</b>	<b>10</b>
<b>7.6 CONSORTIUM.....</b>	<b>10</b>
<b>7.7 VALIDITY OF THE PROPOSAL .....</b>	<b>10</b>
<b>7.8 COMMERCIAL PROPOSAL AND PAYMENT TERMS .....</b>	<b>10</b>
<b>7.9 PROJECT MANAGEMENT.....</b>	<b>11</b>
<b>7.10 ASSIGNMENT AND SUBCONTRACTING .....</b>	<b>12</b>
<b>7.11 LEGAL BINDING .....</b>	<b>12</b>
<b>7.12 ADMISSION AND WORKING AT THE SITE.....</b>	<b>12</b>
<b>7.13 INDEMNITY .....</b>	<b>12</b>
<b>7.14 DISQUALIFICATION .....</b>	<b>12</b>
<b>7.15 COMPLETENESS.....</b>	<b>12</b>
<b>7.16 LOCAL SITE CONDITIONS.....</b>	<b>12</b>
<b>7.17 PROPOSAL EVALUATION .....</b>	<b>13</b>
<b>7.18 CONFIDENTIALITY.....</b>	<b>13</b>
<b>7.19 CONTRACT AWARD .....</b>	<b>13</b>
<b>7.20 QUERIES AND CLARIFICATIONS .....</b>	<b>14</b>
<b>7.21 MINIMUM INCLUSIONS IN PROPOSAL .....</b>	<b>14</b>
<b>7.22 ANNEXURES.....</b>	<b>15</b>

### **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidders whether verbally or in documentary form by or on behalf of The Clearing Corporation of India Limited (CCIL), is provided to the bidders on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation 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 bidders with information to assist the formulation of their proposal. This RFP document does not claim to contain all the information each bidder may require. Each bidder 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 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.

## 1.0 Invitation for Proposal

This Request for Proposal document (“RFP”) has been prepared solely to enable The Clearing Corporation of India Ltd. (“CCIL”) and its subsidiaries for obtaining proposals to appoint firm/ consultants for conducting Network Security Architecture Review (“NSAR”).

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

Sr.	Description	Date	Time
1	Release of RFP	September 30, 2025	13:00 hrs
2	RFP clarifications/queries to be – emailed to Mr. Salim Shaikh at <a href="mailto:sakshaikh@ccilindia.co.in">sakshaikh@ccilindia.co.in</a> Or Mr. Chetan Rajapantula at <a href="mailto:crajapantula@ccilindia.co.in">crajapantula@ccilindia.co.in</a> Tel 022 61546217/ 61546679	October 07, 2025	15:00 hrs
3	Last date of Proposal submission	October 14, 2025	17:00 hrs

Proposals received after the due date and time specified will not be accepted.

### **Details of annexure attached with this RFP are given below:**

Annexure No.	Details
1	Company information form
2	Information for Qualification
3	Commercial Proposal
4	Non-Disclosure Undertaking (Company)
5	Non-Disclosure Undertaking (Individual)
6	Declaration Regarding Clean Track by Bidder
7	Self-declaration
8	Scope of Assessment, Coverage and Deliverables

9	Draft Terms and Conditions of Purchase Order/ Work Order to be executed with Selected Bidder.
---	---

## 2.0 Introduction/Background

The Clearing Corporation of India Limited (CCIL) is 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 is 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 efficiency in transaction settlement process. A unique institution of its kind in the country, CCIL has addressed 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. Subsequently, Clearcorp Dealing Systems (India) Limited (Clearcorp), a wholly owned subsidiary, was set up by CCIL to manage dealing systems/platforms in Money and Currency Markets to segregate its other activities from Clearing and Settlement activities.

Legal Entity Identifier India Limited (LEIL) – A Wholly Owned Subsidiary of The Clearing Corporation of India Ltd. acts as a Local Operating Unit (LOU) for issuing globally compatible Legal Entity Identifiers (LEIs) in India. The Legal Entity Identifier (LEI) is a global reference number that uniquely identifies every legal entity or structure that is party to a financial transaction, in any jurisdiction. LEIL assigns LEIs to any legal identity including but not limited to all intermediary institutions, banks, mutual funds, partnership companies, trusts, holdings, special purpose vehicles, asset management companies and all other institutions being parties to financial transactions.

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.

To ensure that the network deployed at CCIL is robust enough from security aspect, we need to conduct a network security architecture review for functions of CCIL and its subsidiaries.

### **3.0 Purpose of RFP**

The purpose of this document is to enable CCIL to explore and appoint firm/ consultants for conducting Network Security Architecture Review of CCIL and its subsidiaries.

### **4.0 Project Scope**

A description of the envisaged scope is enumerated as below. However, CCIL reserves its right to alter/ change the scope as per its requirements. CCIL expressly stipulates that the selection of the firm/ consultants under this RFP is on the understanding that this document contains only the principle provisions for the entire requirement and that actual deliverables and the services in connection therewith are only a part of the assignment. The firm/ consultants shall be required to perform all such activities to render requisite services by making available most suitable resources as required at each stage for successful completion of assignment at a price agreed with CCIL.

### **5.0 Qualifying Criteria**

The bidder must possess the requisite experience and capabilities/ competence to meet the requirements as described in this RFP. The bidder should have proven track record across multiple customers preferably of banks, financial institutions and financial intermediaries. Joint bids/ consortium arrangements are not permitted.

The invitation is open to all firms/ companies who qualify the criteria as given below.

<b>Sr. No</b>	<b>Description</b>
<b>1.</b>	The bidder must be a firm/company registered under Companies Act of India and should have been in existence for minimum of <u>Three years</u> as on the date of RFP.
<b>2.</b>	The bidder should have experience of conducting NSARs and implementing secure network architecture in large establishments. Bidder has to list down at least two relevant assignments per year (preferably of

	banks, financial institutions and financial intermediaries) completed in last two years.
3.	The bidder should have office in Mumbai and should provide list of office location(s) in Mumbai with address and contact numbers.
4.	<p>The NSAR should be conducted by persons having minimum one Certification and having minimum 5 years of experience, in conducting NSAR:</p> <ul style="list-style-type: none"> <li>• GCDA: GIAC Certified Detection Analyst (GCDA)</li> <li>• CCNP: Cisco Certified Network Professional</li> <li>• CCDE: Cisco certified design expert</li> <li>• CCIE: Cisco Certified Inter Network Expert (Enterprise Infrastructure)</li> <li>• GDCA: GIAC Defensible Security Architecture</li> <li>• CND: Certified Network Defender</li> <li>• CCSE: Checkpoint certified security expert</li> </ul> <p>The professional resources should have prior experience in conducting NSAR in the Network environment including of Checkpoint and CISCO devices.</p>
5.	The bidder should not be currently blacklisted by any Government / Government agency/Bank /Institution in India or abroad. The bidder should provide declaration to this effect (Annexure - 6) on their letterhead.

The bidder should submit above information in the format as given in relevant Annexure to this RFP

#### **6.0 Assignment Scope, Coverage, Schedule and Deliverables**

1. The scope of assessment, coverage, schedule and deliverables for “Network Security Architecture Review” hereafter referred as “Assessment” will be as per the scope given as Annexure-8
2. The locations to be covered under the scope are:
  - i. Primary site at Mumbai.
  - ii. Near & AUL site at Mumbai

- iii. Far (DR) site at Hyderabad.
- iv. Gandhinagar- Gift City (CCIL-IFSC)

## 7.0 General Terms & Conditions

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.

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. Submission of responses will be constructed as acceptance to all clauses of the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

Bidder is required to provide response only in the prescribed format. Under no circumstances, the format can be changed, altered and modified. All pages in the bid should be signed by authorized signatory of the bidder under seal.

CCIL reserves the rights to select the bidder.

CCIL reserves the right to accept the whole proposal or such parts thereof as CCIL may in its absolute discretion to decide. CCIL's decision in this respect will be final. CCIL reserves the right to award the contract to the bidder as it deems fit.

## 7.1 Procedure / Instructions for submitting Proposal

In response to this RFP issued by CCIL, interested bidder need to submit bids as per the information given in the table below.

The information/ documents required to be emailed needs to be sent to [sakshaikh@ccilindia.co.in](mailto:sakshaikh@ccilindia.co.in) & [crajapantula@ccilindia.co.in](mailto:crajapantula@ccilindia.co.in) (individual email size not exceeding 9MB) on or before the prescribed date and time.

S/N	Contents/ details	Mode of delivery
1	1. Company information (Annexure 1) 2. Information of Qualification (Annexure 2) 3. Commercial Proposal (Annexure 3)	Scanned copy to be emailed (email size not exceeding 9MB, multiple emails can be sent) at the email mentioned



	4. Declaration Regarding Clean Track by Bidder (Annexure 6)	above.
	5. Self-declaration (Annexure 7)	
	6. Non-Disclosure Agreement (Annexure-4)	

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

## 7.2 CCIL's discretions

- CCIL reserves the right to reject the proposal received after the due date.
- CCIL reserves the right to reject the incomplete proposals.
- CCIL shall not be responsible for non-receipt of proposals by the specified date and time for any reason, including holidays or delays.
- In event of the specified date for the submission of proposals being declared a holiday for CCIL, the proposals will be received upto the appointed time on the next working day.
- CCIL reserves the rights to extend the time for submission of proposals, in which case, all rights and obligations of CCIL and bidder previously subject to the timeline will thereafter be subject to the timeline as extended.
- Amendment /clarification to the RFP document, if any, will be communicated vide email(s).
- CCIL reserves the right to use either partial or complete services proposed by bidder. CCIL may decide not to use any of the services.
- CCIL reserves the right to reject any proposal without assigning any reason thereof. CCIL's decision in this respect will be final.

## 7.3 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.

#### **7.4 Bid Currency**

All Prices shall be quoted in Indian Rupee (INR).

#### **7.5 Cost and Expenses**

All cost and expenses incurred by bidder 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 bidder and CCIL will, in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **7.6 Consortium**

Consortium bidding is not permitted.

#### **7.7 Validity of the Proposal**

Proposals shall remain valid for 45 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 bidder to extend the validity of the proposal through official correspondences.

#### **7.8 Commercial Proposal and Payment Terms**

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

- a. The price should be in INR and applicable taxes be mentioned separately.
- b. Price quoted should be separate for each item as per the format given in Annexure for submitting commercial proposal along with payment terms.
- c. Any tax deductible at source shall be deducted by us at the applicable rates.
- d. No incidental expenses or out of pocket expenses shall be paid.
- e. 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 revision. The Proposal Prices shall be indicated in Indian Rupees (INR) only. Negotiation for the said procurement will be conducted

either in person by calling qualified contractor OR via e-Auction with Reverse Auction option between the qualified contractors. 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.

## **7.9 Project Management**

- a. The Assessment needs to be done by consultants having adequate experience in carrying out such Assessment, as mentioned in the Qualifying criteria (5.0).
- b. A Project Manager should be assigned for the assignment and can only be replaced with prior written consent of CCIL. However, CCIL reserves the right to remove or replace the Project Manager if required during the term and the selected bidder shall abide by such decision, unconditionally.
- c. The profile of consultants to be deployed for the Assessment shall be submitted to CCIL. The consultants deployed for the Assessment and can only be replaced with prior written consent of CCIL. However, CCIL reserves the right to remove or replace any consultants if required during the term and the selected bidder shall abide by such decision, unconditionally.
- d. Selected bidder shall ensure that its employees, personnel or its representatives at CCIL, shall conduct themselves in most orderly manner and maintain perfect discipline and shall not in any manner cause any interference, annoyance, nuisance, obstruction or any difficulty to the management of CCIL or its business or work or its officers/ employees/ other Service Providers.
- e. In the event that CCIL finds that any of the personnel, supervisor or representative of the selected bidder is responsible for grave misconduct resulting in adverse impact on the operations of CCIL, CCIL shall have the sole right to seek immediate recall of such personnel.
- f. A project plan shall be submitted by the selected bidder, within seven working days of acceptance of order, keeping in view the schedule given above.
- g. Periodic project review meeting will be held at CCIL. The Project Manager, along with senior management of selected bidder shall attend the meeting.

**7.10 Assignment and Subcontracting**

The selected bidder shall not assign or subcontract any part of the work.

**7.11 Legal Binding**

No Legal binding will exist between the bidder and CCIL until the issue of the Purchase Order by CCIL.

**7.12 Admission and working at the site**

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

**7.13 Indemnity**

The bidder shall fully indemnify CCIL against the action, claim or demand, costs and expenses arising from or incurred by reasons of any infringement or alleged infringement of any Intellectual Property Rights, letters patent, registered design, trademark or name, copy right or any other protected rights in respect of any item supplied and implemented.

**7.14 Disqualification**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status, etc. will result in disqualification of the bidder.

**7.15 Completeness**

By submission of a proposal, the bidder certifies that all components required to manage the program have been identified in the proposal or will be provided by the supplier at no charge.

**7.16 Local Site Conditions**

It will be incumbent upon each bidder to fully acquaint himself with the local conditions and other relevant factors at the site which would have any effect on the performance of the contract and/ or the cost.

The bidder is expected to make a site visit to the site facility to obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into contract.

#### **7.17 Proposal Evaluation**

CCIL will review the proposals received and invite the bidder(s) to present their respective proposals, to officials of CCIL, on an identified date. Proposals that are not complete are liable to be disqualified at the discretion of CCIL.

CCIL will not be liable to pay expenses or losses which may be incurred by any bidder 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 submitted document not properly addressed and identified.

#### **7.18 Confidentiality**

The bidder undertakes that he will keep and undertake to ensure that its officers, employees and agents will keep secret and confidential, any confidential information pertaining to CCIL and will not make use thereof other than for the performance of this bid/RFP response, to release it only to employees, consultants requiring such information on need to know basis, and not to release or disclose it to any other party.

#### **7.19 Contract Award**

CCIL reserves the right to accept and award the contract to any bidder that it considers appropriate. CCIL may at its discretion choose not to accept any of the proposals or not to go ahead with the project. CCIL reserves its right to vary the details of its requirement and the bidder 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.

The contract agreement will contain various terms and conditions relating to payment, penalty due to delay in performance/ delivery etc.

The draft terms and conditions that will be executed with the selected bidder by way of agreement are given in Annexure - 9.

#### **7.20 Queries and Clarifications**

All Queries/Clarifications requested should be sent by email to emails mentioned above.

#### **7.21 Minimum inclusions in Proposal**

At a minimum, the proposal shall include:

- Name of the Firm
- Registered office (address)
- Brief Company Profile
- Contact Details
- Understanding of the assignment
- Methodology of carrying out Assessment
- Project timelines/ schedule and deliverables
- Profile of Project Manager and consultants
- Major Client List of similar assignment
- Commercial proposal
- Lead time to commence Assessment after issuance of purchase order.

7.22 Annexures

**Annexure-1**

***1. Company Information Form***

1.	Name of the Firm		
2.	Registered office (address)		
3.	Year of Incorporation		
4.	Brief Company Profile		
	Constitution		
	Promoters		
	Partners/ Directors		
	Chairman/MD/CEO		
	Contact Details		
	No. of Employees		
	No. of Branches and their Locations		
5.	Financial Details (Last 3 years)	Total Turnover for FY 2022-23	
		Total Net Profit	
		Total Turnover for FY 2023-24	
		Total Net Profit	
		Total Turnover for FY 2024-25	
		Total Net Profit	
6.	Describe overall organizational areas of competences and highlight various kind of skill set that your company possesses		
7.	Major Client List		
8.	Certification, if any		
9.	Lead time to commence review after issuance of purchase order (in days).		

10.	Estimated time to complete the assignment (in days).	
-----	--	--

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



## 2. Information for Qualification

- Bidders are requested to provide following information to enable CCIL identify qualified bidder.
- Bidders must provide all the required information as per the format specified below.
- Deviation from format may lead to rejection of bid.

S/N	Parameter	Relevant Data	Supporting Documents
1.	The bidder must be an Indian firm/LLPs/ organization/company registered under Companies Act of India and should have been in existence for minimum of <u>Three years</u> as on the date of RFP.	Certified copy of the certificate of incorporation issued by the registrar of the companies	As given in previous column.
2.	The bidder should have experience of conducting network security architecture review and implementing Network security architecture.	As given below in Customer wise Assignment Details below this table.	As given in previous column.
3.	The bidder should have office in Mumbai and should provide list of office location(s) in Mumbai.	Provide list of offices in Mumbai with address and contact numbers.	As given in previous column

4.	<p>The NSAR should be conducted by persons having minimum one Certification and having 5 years of experience, in conducting NSAR:</p> <ul style="list-style-type: none"> <li>• GCDA: GIAC Certified Detection Analyst (GCDA)</li> <li>• CCNP: Cisco Certified Network Professional</li> <li>• CCDE: Cisco certified design expert</li> <li>• CCIE: Cisco Certified Inter network Expert (Enterprise Infrastructure)</li> <li>• GDCA: GIAC Defensible Security Architecture</li> <li>• CND: Certified Network Defender</li> <li>• CCSE: Checkpoint certified security expert</li> </ul>	<p>The list of skilled staff with their qualification, experience and certification. (Copy of the certificates of the staff should be submitted).</p>	<p>As given in previous column</p>
5.	<p>The Bidder should not be currently blacklisted by any Government / Government agency/Bank /Institution in India or abroad.</p>	<p>The bidder should provide declaration to this effect (Annexure 6) on their company's letterhead.</p>	<p>As given in previous column</p>

#### Customer wise Assignment Details

The bidder should have experience of conducting full-fledged network security architecture review. Please list down at least two relevant assignments per year (preferably

of banks, financial institutions and financial intermediaries) completed in last two years (Financial/ Calendar). Please provide the information as per the format given below:

Sr. No.	Details	Year 1 (2023-24)		Year 2 (2024-25)	
		Assignment 1	Assignment 2	Assignment 1	Assignment 2
1	Customer name, Address				
2	Customer contact name, number and email of the customer for reference check				
3	Start date of assignment				
4	End date of assignment				
5	Number of consultants deployed on the project				

- In case bidder wants to give details of more assignments, 'Assignment/ Year' columns can be increased.

### ***3. Commercial Proposal***

To,  
Mr. Salim Shaikh,  
The Clearing Corporation of India Limited  
CCIL Bhavan,  
S K Bole Road, Dadar (West),  
Mumbai-400028.

Dear Sir,

Ref: RFP No CCIL/IT/RFP/SS/25/101. Dated September 30, 2025

- With reference to the above RFP, having examined and understood the instructions, Terms and conditions, we hereby enclose our Commercial offer for Network Security Architecture Review, as detailed in your above referred RFP.
- We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP.
- We further confirm that the information furnished in the proposal, annexure, formats, is correct.
- CCIL may make its own inquiries for verification and we understand that the CCIL has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.
- We also confirm that the prices offered shall remain fixed for a period of ninety (90) days from the date of submission of the offer
- We also understand that the CCIL is not bound to accept the offer either in part or in full. If the CCIL rejects the offer in full or in part the CCIL may do so without assigning any reasons there for.

Yours faithfully,  
Authorized Signatories  
(Name, Designation and Seal of the Company)  
Date:

**Non-Disclosure Agreement – Company**

*(To be provided by the selected bidder)*

***(LEGAL: To be executed as part of the Agreement. In case it is executed separately, to be executed on a Stamp Paper of value of Rs. 500/-)***

**Ref No.** \_\_\_\_\_

We, Contractor Consulting Services Private Limited (“Contractor”), having our registered office at XXX, refer to the order having Ref. CCIL/IT/ dated XX of The Clearing Corporation of India Limited, CCIL Bhavan, S K Bole Road, Dadar (West), Mumbai - 400 028) for services towards \_\_\_\_\_.

As required by you, we herewith agree, confirm and undertake that:-

Any information (whether oral, written or otherwise) which we have received or we may from time to time receive from The Clearing Corporation of India Ltd.(CCIL)/Clearcorp Dealing Systems (India) Limited (Clearcorp) (a wholly owned subsidiary of CCIL)/ CCIL-IFSC Limited, including but not restricted to CCIL's infrastructure details, application details, Operations, Customers' name, addresses, etc., and any other data or details critical to CCIL/Clearcorp/ CCIL-IFSC, is confidential and is received for the sole and limited purpose of \_\_\_\_\_ and that we (Contractor and/or its employees) shall not disclose the same to any person, except with the prior consent of CCIL.

Confidential information shall not include any information that is a) lawfully known by Contractor at the time of disclosure without any obligation to keep the same confidential; b) or becomes, through no fault of Contractor, known or available to the public; c) independently developed by Contractor without use or reference to such Confidential information; or d) rightfully disclosed to Contractor by a third party without any restrictions

on disclosure. The obligations shall not apply to any information which Contractor may disclose to satisfy a demand or order of a court of law or governmental or regulatory body. No right of any nature accrues to Contractor by virtue of any information received by Contractor for the purpose of this contract.

Upon CCIL's request, Contractor shall promptly return to CCIL or destroy (as CCIL specifies) all copies (including electronic copies) of any Information held by Contractor or by its employees.

This undertaking shall survive the termination or the completion of the said assignment. Contractor has obtained an undertaking from their employees, confirming that they shall not disclose any information as stated above to any person.

We agree and accept the above.

For and on behalf of

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Non-Disclosure Agreement - Individual

*(To be provided by the selected bidder)*

(To be executed on a Stamp Paper of Rs.500/-)

Date:

«EMPLOYEE\_ID»

**To,**  
**Managing Director**  
**The Clearing Corporation of India Limited**  
CCIL Bhavan,  
S.K.Bole Road  
Dadar (W), Mumbai 400 028

Dear Sir,

I, «Name», Son/ Daughter of «Fathers\_Name», residing at «Permanent\_\_Address», am in the employment of \_\_\_\_\_ having its corporate office at \_\_\_\_\_, working as «Designation» (designation) and have been assigned on a project according to the terms and conditions of the purchase order number \_\_\_\_\_ dated \_\_\_\_\_ between \_\_\_\_\_ and **The Clearing Corporation of India Limited (CCIL)** at its registered office at CCIL Bhavan, S.K.Bole Road, Dadar (W), Mumbai 400028.

As required by CCIL, I hereby agree, confirm and undertake that:

1. Any information (whether oral, written or otherwise) or any data or documents of CCIL/ CCIL's subsidiary companies, which I am in possession of or which I have received or may from time to time receive from CCIL during my assignment with CCIL, including but not restricted to CCIL's Member names, addresses, transaction details, SGF balance, margin requirements, etc., business specifications, manuals, any information received from the Reserve Bank of India (RBI), etc, and any other data / information/ details critical to CCIL/ CCIL's subsidiary companies, is confidential and is received for the sole and limited purpose of completion of project assigned to me during my employment with \_\_\_\_\_ and shall not disclose the same to any person in any manner.
2. I shall not utilise/ disclose the information/ data of CCIL/ CCIL's subsidiary companies, post my employment with \_\_\_\_\_ for any other project/ purpose.
3. No right of any nature accrues to me by virtue of any information received by me for the purpose of completion of project assigned to me at CCIL.
4. Notwithstanding paragraph (2) above, I will be under no obligation to keep confidential any Confidential Information that (a) was already known to me at the time of its disclosure

to me and provided that such information is not subject to any other duty of confidentiality owed to CCIL / CCIL's subsidiary companies or any other person; or (b) is approved for release by written authorization of CCIL; or (c) is disclosed to me by a third party not in violation of any obligation of confidentiality; or (d) is already in, or has, after disclosure to me, entered the public domain other than by reason of a breach of any confidentiality obligation. Also, I will be entitled to disclose any Confidential Information if and to the extent that I am required to do so by any law, regulation or ruling or by any court or regulatory agency or authority, provided that, except to the extent prohibited by law or regulation from so doing, I notify you as soon as possible upon becoming aware of any such requirement.

5. Upon CCIL's request, I shall promptly return to CCIL or destroy (as CCIL specifies) all copies (including electronic copies) of any information held by me.

6. This undertaking shall survive the completion of my assignment with CCIL.

7. I understand that this undertaking is in addition to the agreement entered into by \_\_\_\_\_ and CCIL and can be invoked, in consultation with XXX, independent of the terms and conditions agreed to by \_\_\_\_\_ and CCIL in their arrangement.

IN WITNESS WHEREOF, I, «Name», employee of \_\_\_\_\_ have set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

Employee Name: «Name»

Signature: \_\_\_\_\_

Witness:

1.      Witness Name and Signature
2.      Witness Name and Signature



(On Firm's Letterhead)

**To,**

**The Clearing Corporation of India Limited**

CCIL Bhavan,

S.K. Bole Road,

Dadar (W), Mumbai 400 028

Sir,

Ref: RFP No CCIL/IT/RFP/SS/25/101. Dated September 30, 2025

I have carefully gone through the Terms and Conditions contained in the above referred RFP for Certification. I hereby declare that our company/ firm is not currently debarred/ black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/ firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/ case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

For M/s \_\_\_\_\_

Partner/ Director

(Firm/ Company seal)

Format of self-declaration

**To,**  
**Chief Information Security Office**  
**The Clearing Corporation of India Limited**  
CCIL Bhavan,  
S.K.Bole Road,  
Dadar (W), Mumbai 400 028

Sir,

Ref: RFP No CCIL/IT/RFP/SS/25/101. Dated September 30, 2025

I have carefully gone through the terms & conditions and qualifying criteria contained in the above referred RFP. I hereby declare that our company/ firm meets all the qualifying criteria as mentioned in the above RFP. I further certify that I am competent officer in my company/ firm to make this declaration.

For M/s \_\_\_\_\_

Authorised Signatory  
Company/ Firm Seal

**Scope of Assessment, Coverage and Deliverables**

1. Review the Network architecture for effective security. This will include the review of device placement, network addressing, placement of security devices, routing and filtering, and resiliency to identify single point of failures.
2. Review the adequacy of network segmentation with an objective to reduce the risk of unauthorized access to network.
3. Review of security architecture for Virtual environment (Enterprise Kubernetes platform, Containers, other Virtualized environments)
4. Review the effectiveness of perimeter devices and configurations to identify potential security threats from external environment. This will include the review of IDS/IPS, content filtering solutions, boundary firewall, Anti-DDoS, DNS security, web application firewall, web proxy servers, E-mail gateway and threat vectors at three locations.
5. Assess the access control by design and effectiveness for network components such as WAF, firewall, IPS, UTM network devices, remote access solutions (VPN), Site-to site VPN and NAC.
6. Review the implemented Firewall rules and ACLs for vulnerable ports, risky rules, obsolete rules, temporary rules and security effectiveness of the deployed firewall rules.
7. Review of security policies of Web proxy, Email Gateway, Mail server, WAF, IPS, Firewalls and NAC.
8. Review of secure delivery of data from and to the organization network to ensure data security across mail, web and TCP/IP channels.
9. Review of security controls for e-mail delivery to the user endpoint and assess the effectiveness of e-mail security in the organization.
10. Review of security controls for Web access from the user endpoints and server segments and assess the effectiveness of web security of the organization.
11. Review of secure data flow implemented in the critical application having adequate API security ensuring Authentication, Authorization, Confidentiality, Integrity and Availability data.
12. Security review of interfaces among Trading applications, settlement applications, other internal and external applications.
13. Review how communication with other devices is occurring on multiple channels. These communication channels are reviewed to verify communication is aligned with security best practices using protocols like IPsec, TLS, and SSL etc.

14. Review the network operations activities - this will include operational best practices used for daily task to be performed, reports created, daily health check-up, backup/restoration, operational incident management, audit log review, retention of logs etc.
15. Review the network logging, monitoring, reporting and tracking mechanism of network devices. Review will also include the bandwidth utilization, uplink uptime, interface uptime reports, etc.
16. Assess the approach used to update, upgrade or apply the hotfixes of the firmware in networking devices. Analyze the end – to – end patching process from impact assessment to production deployment.
17. Review third party Connectivity both inbound – outbound from security effectiveness perspective (SWIFT network, KYC vendor interfaces, Info vendors, CKYC, RBI, Infinet members, payment gateways, NPCI and other agencies).
18. Review Network layer effectiveness for adequacy of controls to mitigate the threats of availability, C&C communications, Bot traffic, IP spoofing, Malware etc.
19. Review L2 Security best practices including STP attack mitigation (BPDU Guard, Root Guard), adequacy of config settings for unused ports, DHCP snooping, prevention of CAM attacks, DHCP starvation attacks, MAC Attacks, ARP attacks, port security limit.
20. Review logical access, routing protocols configurations for authentication and other best practices implementation.
21. Review of backups for the gateway and Network device configurations.
22. Review Multi-layered boundary defenses to monitor the network traffic for the flow of data in and out of the organization. Review the control measures to detect and remedy unusual activities / events
23. Cyber Threat assessment from external networks.
24. Any other item related to network security proposed by the reviewer after discussion with the CCIL.

**Deliverable:**

1. NSAR report covering executive summary and comprehensive description of the assessment including security measures that were found to be in order, identified gaps/risks and recommendations for remediating them.
2. Presentation of the findings to CCIL Management, Board, if required.

**Draft Terms and Conditions of Purchase Order/ Work Order to be executed with  
Selected Bidder on Rs. 1000/- stamp paper/ franked.**

**Contract Form**

This Purchase Order (hereinafter referred as PO) is accepted, on this day of \_\_\_\_\_ and the Effective Date shall be\_\_\_\_\_.

Between

The Clearing Corporation of India Ltd. (CCIL), a company registered under the Companies Act, 1956 and having its registered office at CCIL Bhavan, Dadar (West), Mumbai - 400 028 (hereinafter referred to as “ CCIL ”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART

And

\_\_\_\_\_, a Company registered under the Companies Act 1956, having its registered office at \_\_\_\_\_, (hereinafter referred to as "Contractor" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the OTHER PART. The CCIL and Contractor are hereinafter collectively referred to as “Parties” and individually as “Party”.

**WHEREAS** the CCIL vide Request For Proposal (RFP) No.....dated..... (RFP) invited bids for ..... at ..... as per the scope of work and technical specification given in RFP and has accepted a bid by the Contractor for rendering of services/goods as particularly detailed in the RFP.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises and covenants set forth in this PO including the Request For Proposal (RFP) and Annexure/s hereto and which are deemed to be part of this PO, the Parties hereto have agreed to the terms and conditions hereafter.

- 1) Contractor shall submit PO to CCIL for approval, which approval may be denied by CCIL in its sole discretion, with or without cause.

- 2) The PO consists of: (a)RFP (b) Terms and Conditions (c) Annexure (Eg. Scope, NDA etc.)
- 3) In this PO words and expressions shall have the same meaning as are respectively assigned to them in RFP.
- 4) The copy of the RFP No..... dated..... shall form an integral part of this PO.
  - a) Each of the representation, warranties and undertakings of the Contractor contained in the RFP or the Annexures shall be deemed to have been made as of the date thereof. In consideration of the payments to be made by CCIL to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with CCIL to provide/render the services/goods and to remedy defects, if any thereon, strictly in conformity in all aspects with the provisions of the PO.
  - b) CCIL hereby agrees and covenants to pay the Contractor in consideration of the rendering of the services/goods and to furnish necessary undertakings, guarantees if any therein, the contract price or such other sum as may become payable under the provision of the PO at the time and manner prescribed.

IN WITNESS WHEREOF the hands of the duly authorized representatives of the Parties are set the day and year first herein above written.

Signed by, for and on behalf of

**The Clearing Corporation of India Limited**

---

**In the presence of**

- 1.
- 2.

Signed by, for and on behalf of

**[Insert Contractor Details]**

**In the presence of**

- 1.
- 2.

## **Terms & Conditions**

1. All delivery of goods and performance of services shall be subject to CCIL's right of inspection. CCIL shall have 15 days (the "Inspection Period") following the delivery of the goods at the delivery point or performance of the services to undertake such inspection, and upon such inspection CCIL shall either accept the goods or services ("Acceptance") or reject them. CCIL shall have the right to reject any goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, CCIL shall have the right to reject any goods or services that are not in conformance with the specifications or any term of this PO. Transfer of title to CCIL of goods shall not constitute CCIL's acceptance of those goods. CCIL shall provide Contractor within the inspection period notice of any goods or services that are rejected, together with the reasons for such rejection. If CCIL does not provide Contractor with any notice of rejection within the inspection period, then CCIL will be deemed to have provided acceptance of such goods or services. CCIL's inspection, testing, or acceptance or use of the goods or services hereunder shall not limit or otherwise affect Contractor's warranty obligations hereunder with respect to the goods or services, and such warranties shall survive inspection, test, acceptance and use of the goods or services.
2. CCIL hereby agrees and covenants to pay the Contractor in consideration of the rendering of the services/goods , furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

### **3. Scope of service**

*(Scope of service Annexure.)*

### **4. Price**

CCIL shall pay as applicable for Purchase of \_\_\_\_\_ as per the Bill detailed in Annexure \_\_\_\_\_. The sum price of services is inclusive of

\_\_\_\_\_. No other charges will be payable by CCIL. Any taxes which required to be deducted at source shall be deducted by CCIL at applicable rates.

## **5. Terms of payment**

Terms of payment are as under:

*(To insert the billing terms, period of payment, etc.)*

The Contractor must ensure that the invoice issued for payment shall be commercially clear and shall comply with the following requirements:

- 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, CIN, PAN Number, GST ID and all relevant statutory information.
- Invoice should also contain the Name, Address and GST ID of\_\_\_\_\_, (GST ID:\_\_\_\_\_).
- If the company is Micro, Small and Medium Enterprises (MSME) compliant, it should be informed to CCIL accordingly during invoicing itself.
- Invoice should contain description of the service, and applicable taxes payable on the same.
- The amount in figures should match the amount in words with the number of transactions.

*(If the contractor is an MSME and the following clause will be added.*

### ***PAYMENT TO MSME***

*In case Contractor is a MSME company and submitted the requisite registration details, the payment will be made within 45 days from the date of acceptance of the Assessment report/ milestone & receipt of proper invoice. The date of acceptance shall be based on the date of acceptance by respective Committees/ Board of the Company. In case of any deficiency in the report or services received by the Company, the payment will be made within 45 days from the date of rectification of the deficiency.)*



## **6. Terms of delivery**

The Contractor shall endeavour to deliver the services as per the schedule mentioned in the Annexure \_\_\_\_.

## **7. 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.

## **8. Non-disclosure undertaking**

Before the start of audit, the Contractor shall furnish:

- a) Non-Disclosure Undertaking as per format enclosed in Annexure \_\_\_\_.

b) A separate Non-Disclosure Undertaking obtained from the on-site consultants/ Consultants as per format enclosed in Annexure \_\_\_\_\_.

## **9. IS 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 Assessment. 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.

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.

## **10. 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 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 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.

## **11. 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.

## **12. Term**

The term of this PO shall commence on \_\_\_\_\_(Effective Date) and shall be valid for a period of \_\_\_\_\_from the Effective Date unless terminated by either Party as set forth in this Agreement.

### **13. Termination**

Either Party shall have the right to terminate this PO at any time before the expiry of the Term, in writing, in the event of any violation of the terms & conditions upon thirty days prior written notice.

This PO may be terminated upon the following:

- a. In case of a material breach of any of the terms of this PO by the breaching Party, the non-breaching Party shall notify the breaching Party of the breach so committed. Such breach shall be rectified by the breaching Party within 15 calendar days from the date of receipt of the notice issued by non-breaching Party. If, the breaching Party fails to rectify the breach within such cure period, the non-breaching Party shall have the right to terminate this PO by giving 30 calendar days' notice in writing to the breaching Party and this PO shall accordingly stand terminated at the end of the 30th calendar day.
- b. This Agreement may be terminated immediately by notice in writing by either Party if the other Party is likely to become or becomes insolvent or makes or attempts to make an assignment for the benefit of creditors or ceases or attempts to cease to do business or institutes or has instituted against it or allows any third party to institute against it, any proceedings for bankruptcy, reorganization, insolvency, or liquidation or other proceedings under any bankruptcy or other law for the relief of debtors; and does not terminate such proceedings within thirty (30) days.
- c. Any termination of this PO howsoever caused, shall not affect any accrued rights or liabilities of other Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force on or after such termination. The Parties agree that the clause "Confidentiality" shall survive and continue to remain in force in accordance with the terms of the non-disclosure agreement in Annexure \_\_\_\_ notwithstanding the termination of this PO

- d. Upon termination of this PO (a) the right of access granted to the employees/agents/representatives of the \_\_\_\_\_ to enter the premise of CCIL under this PO shall cease immediately; (b) shall hand over possession of all infrastructures, documentation, information or any item provided by CCIL under this PO; and (c) CCIL will be liable to pay the contract amount for the running month or up to the last date of notice period on prorated basis, whichever is later.

#### **14. Liquidated damages for default and delay in delivery**

In case the Contractor is not able to complete the implementation & deliver the licenses/ solution as per terms of delivery as stipulated, the Contractor shall pay, at CCIL's discretion, liquidated damages at the rate of 0.1% of the order value per day. However, this amount shall not exceed 7.5% of the order value. The levy of liquidated damages shall not relieve the Contractor from their obligation to deliver software license under this order. In case the delay exceeds 4 weeks over and above the agreed terms of delivery, CCIL reserves the right to cancel the order unconditionally.

Any tax applicable on the liquidated damages amount will be deducted by CCIL at applicable rates, if any.

#### **15. Severability**

If any provision of this PO is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

#### **16. 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.

## **17. Remedies**

- a. In the event of termination of this PO for any reason whatsoever, Contractors shall perform their obligations due to CCIL up to the date of termination.
- b. In the event of default by the Contractor, Contractor shall reimburse CCIL for all reasonable expenses incurred by the latter in the enforcement of its rights but neither Party would be liable for any consequential losses to the other.

## **18. Waiver of remedies**

No forbearance, delay or indulgence by either Party in enforcing the provisions of the PO shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

## **19. 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 insulation 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.

## **20. Assignment**

Neither Party shall assign or otherwise transfer, subcontract, pledge or make any other disposition of this PO 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. However, such action shall not relieve the Contractor from fulfilling its responsibilities under this Contract.

## **21. 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.

## **22. Variations**

No variations or modifications to any of the terms of this PO shall be valid unless they are reduced in writing signed by or on behalf of the Parties hereto or by mutual consent and subsequent exchange of letter/ email by the authorised representative of either Party.

## **23. Entire PO**

CCIL, if necessary, may submit document as required by the Contractor for their internal use. However, in the event of any conflict between the two, CCIL's Purchase Order (PO) Terms and Conditions shall prevail over the document submitted. The PO supersedes all prior purchase order, arrangements and understandings between the Parties and constitutes the entire purchase order between the Parties relating to the subject matter hereof. No addition to or modification of any provision of the PO shall be binding upon the Parties unless made by a written instrument (signed) or by exchange of letter/email by the duly authorised representative of each of the Parties. The Annexures enclosed form part of the PO and to the extent that they do not conflict with the terms and conditions set out herein.

## **24. No Agency**

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

## **25. 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.

## **26. Disputes**

CCIL 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 this PO. Failing such settlement, the same shall be referred to a panel of 3 Arbitrators, one to be appointed by the CCIL 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.

## **27. Injunctive Relief**

The Contractor understands that in the event of a breach or threatened breach of this Agreement by the Contractor, CCIL 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.

## **28. Notices**

All notices and other communications required or permitted under this 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 The Clearing Corporation of India Ltd.

CCIL Bhavan,

S. K. Bole Road,

Dadar (West),

Mumbai - 400 028

Attn:

E-mail address:

For Contractor: (To be provided by the Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:

E-mail address:

## **29. Matters for Consultation**

If any matter which is not provided in this PO or if any question arises concerning the interpretation of this PO, CCIL and Contractor will confer in good faith and try to resolve the matter.

## **30. Headings**

The headings to the clauses of the PO are for ease of reference only and shall not affect the interpretation or construction of the PO.

### **31. Publicity**

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

Except as otherwise expressly agreed to by CCIL 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 or its affiliates.

### **32. Independent Contractor**

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

### **33. Background Verification**

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

### **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.

**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.

**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.

**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.

### **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's data/services, directly or indirectly, the Contractor shall, within 24 hours of finding out the incident, report to CCIL 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 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.)

### **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.

### **40. Right To Audit**

Notwithstanding anything contained hereinabove, Contractor shall on notice of 03 business days facilitate the CCIL and/or RBI 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.

### **41. Return of Information**

If so requested by CCIL and subject to the provisions of this Agreement or in the event of termination of this PO for any reason whatsoever, the Contractor shall promptly destroy or cause to be destroyed, or return or cause to be returned to CCIL, all Confidential Information received from or on behalf of CCIL, 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.

#### **42. Absence of Litigation**

The Contractor represents and warrants to CCIL 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.

#### **43. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same Agreement.

#### **44. Other conditions**

- Assessment should be performed with diligence, competence, and attention to detail. Consultants must stay updated with evolving threats and follow relevant standards and best practices. Consultants must ensure that their work is conducted in a manner that meets or exceeds the professional standards required for the engagement.
- Contractor must utilize industry standard methodologies, best practices for testing. Solely tools-based testing should be discouraged as tool-based results may focus primarily on automated processes and may overlook non-automated or manual components of the IT infrastructure/ function.



- Contractor must verify the existing policies of the organization against the industry standards and best practices and suggest the necessary improvements, if required.
- The Contractor's perspective should be focused on identifying meaningful gaps, refining processes, and recommending practical, actionable improvements. Further, findings and recommendations should be clearly articulated in language that is understandable to executive leadership and decision-makers, enabling informed risk management and strategic decision-making.
- The report must be signed by the Consultants who conducted the Assessment. It should then be reviewed and signed by a designated Reviewer who is not part of Assessment team and is from mid-management, to ensure an unbiased and quality review. Finally, the report must be authorized and signed by the Head of the Contractor (e.g., Director, Partner, or CEO), certifying the completeness, accuracy, and integrity of the audit findings and recommendations.
- If any of the assets/ functions included in the scope are found to be inaccessible during the Assessment, the Contractor must promptly inform the assessee organisation and request resolution of the accessibility issues. If the assessee organization is unable to resolve the issues, the affected assets/ functions must be explicitly mentioned in the audit report, along with the reasons for their exclusion from the Assessment.
- The Contractor should treat Assessment-related data as confidential, handle it with due diligence, and protect it from access by temporary staff or staff in transition/retirement. The Contractor should immediately implement strict access control for any staff in transition, and the assessee should be apprised of any change in this regard.
- Assessee related data should be stored only on systems located in India with adequate safeguards and should keep the assessee informed of the means & location of storage and seek Assessee's consent, where necessary.
- The Contractor may retain the Assessment reports with adequate safeguards to ensure integrity and confidentiality, after completion of Assessment and it can

be shared on 'need to know basis' with the relevant stakeholders after seeking approval from assessee organization, when required. The data retained should not include any assessee data other than the Assessment reports.

- Assessee related data should only be retained for specific period of time as in Agreement with the assessee or the guidelines by Regulator and disposed-off as per defined & agreed process. The collection, preservation and disposal of data collected by the Contractor should be in accordance with the Agreement entered between Contractor & Assessee. In case no specific period is mentioned in Agreement, the data should be retained by Contractor for 1 year from completion of project.
- Assessment report should be clear, precise and comprehensive to include all details of process, detailed scope, duration of audit, methodologies/standard used, tools, manual process, findings, prioritization, sampling decisions, manpower involved, exemptions, limitations and other constraints
- Contractor shall ensure that a list of tools planned to be installed is provided to assessee organization along with a written confirmation that the assessee organization is not violating any IPR or license norms while using and installing the tools.
- The Contractor must have a thorough understanding of the tools they use, including their origin and functionality. These tools should be tested in a controlled test environment prior to deployment on the assessee's systems.
- In critical environments where availability is a top priority, testing should be conducted in a passive manner to avoid any potential downtime or service disruption.
- The Contractor should implement the maker-checker concept to enhance the quality and effectiveness of Assessment. A separate verification team (checker) should be deployed to review and validate the work performed by the assessor team (maker)."
- The Contractor should submit an escalation matrix with the assessee organization.

- The Contractor should use only official email IDs for sharing assessment reports and related data with the assessee organization.
- The assessment outcome & related matters should only be communicated to the specified Point of Contact (PoC) of the assessee organization.
- All communication channels for delivery of report are end to end confidential.
- In case of the incidents where assessee related data is leaked to unauthorized entity (intentionally or unintentionally), the Contractor should inform the assessee about the incident and take all necessary actions to address the incident as may be required.
- Contractor should provide the working notes upon completion of the Assessment.
- All the observations made during the Assessment are well supported with objective evidences and all evidences are compiled carefully and correctly with the report. All the evidence gathered during the process of Assessment is presented in a manner that the decision makers are able to use them effectively in making credible risk-based decisions.
- Assessment evidence must be stored securely, with access restricted to authorized personnel only. Proper measures must be implemented to ensure confidentiality, integrity, and availability of the evidence throughout the audit lifecycle.