



**THE CLEARING CORPORATION OF INDIA LTD.  
CLEARCORP DEALING SYSTEMS (INDIA) LTD.  
LEGAL ENTITY IDENTIFIER INDIA LIMITED  
CCIL IFSC LIMITED**

REQUEST FOR PROPOSAL

FOR

SYSTEMS AUDIT

RFP No: CCIL/IT/RFP/RG/25/145

Dated: December 22 , 2025

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

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### **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)/ Clearcorp Dealing Systems (India) Limited (Clearcorp)/ Legal Entity Identifier India Limited (LEIL)/ CCIL IFSC Limited (CCIL IFSC), 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/ Clearcorp/ LEIL/CCIL IFSC to any parties other than the applicants who are qualified to submit the bid. The purpose of this RFP document is to provide 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/ Clearcorp/ LEIL/CCIL IFSC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. CCIL/ Clearcorp/ LEIL/CCIL IFSC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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## 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 subsidiary company Clearcorp Dealing Systems (India) Ltd., Legal Entity Identifier India Limited (“LEIL”) and CCIL IFSC Limited (CCIL IFSC) for obtaining proposals to appoint Systems Auditor for conducting annual Systems Audit and periodic IT Systems and Security Audit of the systems owned/managed by CCIL/ Clearcorp/ LEIL/CCIL IFSC, including post implementation verification of recommendations for three years.

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

Sr.	Description	Date	Time
1	Release of RFP	December 22, 2025	15:00 hrs
2	RFP clarifications/queries to be – emailed to Mrs. Reshma Ghadshi at rghadshi@ccilindia.co.in Tel 022 61546628	December 29, 2025	15:00 hrs
3	Last date of Proposal submission	<b>January 2, 2026.</b>	15:00 hrs

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

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

Sr.	Annexure No.	Details
1	I	Company information form
2	II	Information for Qualification
3	III	Commercial Proposal
4	IV	Company Non-Disclosure Agreement
5	V	Annexure intentionally left blank

6	VI	Certificate of Independence
7	VII	Declaration Regarding Clean Track by Bidder
8	VIII	Self-declaration
9	IX	Scope of audit
10	X	Draft Terms and Conditions to be executed with Selected Bidder
11	X(a)	Proforma for Company Non-Disclosure Agreement
12	X(b)	Proforma for Individual Non-Disclosure Agreement

## 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 (CCIL IFSC)- A subsidiary of The Clearing Corporation of India Ltd. (CCIL), is established to facilitate, promote, and support the clearing and settlement of foreign currency transactions within GIFT IFSC. This company aims to contribute to the evolving needs of businesses within GIFT IFSC by offering a diverse range of products and services to entities such as banks, insurance companies, depositories, stock exchanges, clearing corporations, and mutual funds in permitted foreign currencies.

To ensure that the technology deployed for various systems are being operated in a safe, secure, sound and efficient manner and regulatory compliance, we need to conduct an annual Systems Audit and periodic IT Systems and Security audits.

### **3.0 Purpose of RFP**

The purpose of this document is to enable CCIL/ Clearcorp/ LEIL/CCIL IFSC to select and appoint Systems Auditor for conducting annual systems audit and periodic IT Systems and Security audit of the systems owned/managed by CCIL/ Clearcorp/ LEIL/CCIL IFSC, including post implementation verification of recommendations. The appointment/engagement will be for a period of three years.

### **4.0 Project Scope**

A description of the envisaged scope is enumerated as in Annexure – IX. However, CCIL/ Clearcorp/ LEIL/CCIL IFSC reserves its right to alter/ change the scope as per its requirements. CCIL/ Clearcorp/ LEIL/CCIL IFSC expressly stipulates that the selection of the systems auditor under this RFP is on the understanding that this document contains only the principal provisions for the entire requirement and that actual deliverables and the services in connection therewith are only a part of the assignment. The systems auditor 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/ Clearcorp/ LEIL/CCIL IFSC.

## 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 system auditors who qualify the criteria as given below.

Sr. No	Description
1.	The audit needs to be done by information security auditing firm empaneled with Indian Computer Emergency Response Team (CERT-In) with Certified Information System Auditor (CISA) registered with the ISACA or by a holder of a Diploma in Information System Audit (DISA) qualification of the Institute of Chartered Accountants of India (ICAI).  Bidder has to provide profiles & CVs of people proposed to be engaged for systems audit with CISA/ DISA registration number(s).
2.	There should not be any conflict of interest for auditor, i.e. the firm conducting the systems audit or any of its sister concerns should not have been engaged in providing any type of service/s to the audited entity during the last two financial years.
3.	The bidder should have at least 25 employees on its payroll. Bidder has to provide number of employees on its payroll.
4.	The bidder should have experience of conducting full-fledged systems and security audit. Bidder has to list down at least two relevant assignments (preferably of banks, financial institutions and financial intermediaries) completed in last two years where audit fee/ purchase order amount was minimum Rs.5,00,000/- (inclusive of taxes).
5.	The bidder should have office in Mumbai and should provide list of office location(s) in Mumbai with address and contact numbers.
6.	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 VII) on their letterhead.

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

## **6.0 Audit Scope, coverage and schedule**

1. The scope of audit, coverage, schedule for Systems audit and IT Systems and Security audit will be as per the scope of audit given as Annexure IX.
2. Post implementation verification of recommendations/observations made by the auditor.

The locations to be covered under the scope of audit are:

CCIL/Clearcorp/LEIL

- i) Primary site at Mumbai (Dadar).
- ii) Near DR & AUL sites at Mumbai (Kurla)
- iii) Far DR site at Hyderabad
- iv) User Location at Pune

CCIL IFSC Limited

- v) Primary site at Gujarat Gift City & DR site at Hyderabad

Enhancements/ amendments to the coverage of audit for the second and third year, if any, shall be reviewed and finalized prior to commencement of audit process for the second and third year.

## **7.0 Expected Deliverables**

1. IT Infrastructure assessment audit report covering hardware, system software, network, database, physical & general controls and Business Continuity. The audit report should include observations, severity of observations, reference of ISO 27001 control/clause for the observations, impact/risk, recommendations and activities which are found to be in order.
2. Application/ Area wise/ consolidated audit report covering observations, severity of observations, impact/risk and recommendations and activities which are found to be in order.
3. Executive summary of the audit report.



4. Immediate verification and confirmation on closure status of the observations.
5. Post implementation verification reports of audit recommendations upon request /multiple times depending on progress.
6. Presentations on audit reports to TAC/ Audit Committee/ Board of Directors, if required.
7. Separate reports on IT Infrastructure of various applications as per requirement on demand.
8. Audit certificate(s) as per requirement of regulatory bodies/ associations, if required.
9. The audit activities and report submissions are to be aligned with the timelines for regulatory submission, if any.
10. The submitted audit reports should be aligned with the Comprehensive Cyber Security Audit Policy Guidelines issued by Cert-In, some of the examples are “The audit reports shall be signed only by the manpower declared to CERT-In, as listed in the organization’s snapshot information available on the CERT-In website. The report must be signed by the Auditors who conducted the audit. It should then be reviewed and signed by a designated Reviewer who is not part of audit 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 Auditing Organization (e.g., Director, Partner, or CEO), certifying the completeness, accuracy, and integrity of the audit findings and recommendations.”, “A well-defined mechanism must be in place which clearly states the procedure in which the report would be stored and destroyed after the completion of audit by the auditing organization.”

Note: While the System Audit and ITSS Audit are treated as independent engagements, there is significant overlap in scope. The vendor shall conduct one consolidated audit approach, phased over four quarters, with separate and independent reports submitted for each audit.

## **8.0 General Terms & Conditions**

Unless otherwise agreed to in writing by CCIL/ Clearcorp/ LEIL/CCIL IFSC, the following terms and conditions apply to this RFP, in addition to any terms set forth on the face of or attached to or incorporated by reference into this RFP.

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/ Clearcorp/ LEIL/CCIL IFSC reserves the rights to select the bidder.

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

While the RFP is issued by the parent/holding company for the selection of the audit firm, separate Purchase Order/Work order would be issued by respective organization as per the applicable scope.

### **8.1 Procedure / Instructions for submitting Proposal**

In response to this RFP issued by CCIL/ Clearcorp/ LEIL/CCIL IFSC, 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 [rghadshi@ccilindia.co.in](mailto:rghadshi@ccilindia.co.in) (email size not exceeding 9MB) on or before the prescribed date and time. The information/ documents required to be physically sent needs to be delivered on or before the prescribed date and time at the following address:

Mrs. Reshma Ghadshi,  
Manager  
The Clearing Corporation of India Ltd  
CCIL Bhavan, S K Bole Road,  
Dadar (W), Mumbai – 400028

S/N	Contents/ details	Mode of delivery
1	1. Company information (Annexure I) 2. Information of Qualification (Annexure II) 3. Non-Disclosure Agreement (Annexure IV) 4. Certificate of Independence (Annexure VI) 5. Declaration Regarding Clean Track by Bidder (Annexure VII) 6. Self –declaration by bidder (Annexure VIII)	Scanned copy to be emailed (email size not exceeding 9MB, multiple emails can be sent) at the email mentioned above.
2	1. Commercial Proposal (Annexure III) 2. Non-Disclosure Agreement (Annexure IV) 3. Certificate of Independence (Annexure VI) 4. Declaration Regarding Clean Track by Bidder (Annexure VII) 5. Self-declaration (Annexure VIII)	Physical delivery at the address mentioned above. Sealed Envelope to be marked as “RFP Response – Systems Audit”.

The bidder is expected to examine all instructions, forms, terms & conditions in the RFP Document and furnish all requisite information as stipulated herein. Prices in any form or by any reason should not be revealed before opening the Commercial Proposals, failing which the offer shall be liable to be rejected.

## **8.2 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 by amending the RFP Document, 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 shared with the potential bidders.
- 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.

## **8.3 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/ Clearcorp/ LEIL/CCIL IFSC shall be in English only.

## **8.4 Bid Currency**

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

## **8.5 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/ Clearcorp/ LEIL/CCIL IFSC, will be borne entirely and exclusively by the bidder and CCIL/ Clearcorp/ LEIL/CCIL IFSC will, in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **8.6 Consortium**

Consortium bidding is not permitted.

## **8.7 Validity of the Proposal**

Proposals shall remain valid for 90 days from the last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. CCIL/ Clearcorp/ LEIL/CCIL IFSC reserves the right to request the bidder to extend the validity of the proposal through official correspondences.

## **8.8 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.
- c. Payment terms shall be follows:
  - 90% on submission of final audit reports as per audit schedule and acceptance by CCIL/ Clearcorp/ LEIL/CCIL IFSC.
  - 10% on submission of final post implementation verification reports and acceptance by CCIL/ Clearcorp/ LEIL/CCIL IFSC.
- d. Any tax deductible at source shall be deducted by us at the applicable rates.
- e. No incidental expenses or out of pocket expenses shall be paid.
- f. Prices quoted in the proposal must be firm and final and shall not be subject to any upward revisions. CCIL/ Clearcorp/ LEIL/CCIL IFSC reserves the right to negotiate the prices quoted in the proposal to effect downward revision.
- g. 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.

- h. CCIL IFSC Limited is registered and located in GIFT City, which is an SEZ Zone as per SEZ Act, 2005. CCIL IFSC shall receive goods or services or both for authorized operation at zero rate. The selected bidder shall follow all procedures related to zero rated supply of goods or service or both to CCIL IFSC.

## **8.9 Project Management**

- a. The audit needs to be done by information security auditing firm empaneled with Indian Computer Emergency Response Team (CERT-In) with Certified Information System Auditor (CISA) registered with the ISACA or by a holder of a Diploma in Information System Audit (DISA) qualification of the Institute of Chartered Accountants of India (ICAI) and having adequate experience in conducting Systems Audit in finance industry.
- b. A Project Manager should be assigned for the assignment and can only be replaced with prior written consent of CCIL/ Clearcorp/ LEIL/CCIL IFSC. However, CCIL/ Clearcorp/ LEIL/CCIL IFSC 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 audit shall be submitted to CCIL/ Clearcorp/ LEIL/CCIL IFSC. The consultants deployed for the systems audit and can only be replaced with prior written consent of CCIL/ Clearcorp/ LEIL/CCIL IFSC. However, CCIL/ Clearcorp/ LEIL/CCIL IFSC 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/ Clearcorp/ LEIL/CCIL IFSC, 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/ Clearcorp/ LEIL/CCIL IFSC or its business or work or its officers/ employees/ other Service Providers.
- e. In the event that CCIL/ Clearcorp/ LEIL/CCIL IFSC 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/

Clearcorp/ LEIL, CCIL/ Clearcorp/ LEIL/CCIL IFSC 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 audit schedule given in this RFP.
- g. A monthly project review meeting will be held at CCIL/ CLEARCORP/ LEIL/CCIL IFSC. The Project Manager, along with senior management of selected bidder shall attend the meeting.

#### **8.10 Assignment and Subcontracting**

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

#### **8.11 Legal Binding**

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

#### **8.12 Admission and working at the site**

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

#### **8.13 Indemnity**

The bidder shall fully indemnify CCIL/ Clearcorp/ LEIL/CCIL IFSC 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 and as included in the proposals submitted by the bidders

#### **8.14 Disqualification**

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

### **8.15 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.

### **8.16 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.

### **8.17 Proposal Evaluation**

The following steps would be carried out for evaluation of bids:

#### **a) Information of Qualification (Annexure II)**

Pursuant to the Qualifying criteria, bidders' will be short-listed. Commercial proposals (Annexure III) will be considered only for the bidder who succeeds the Qualifying criteria.

CCIL/ Clearcorp/ LEIL/CCIL IFSC will review the commercial proposal only of the short-listed/qualified bidder where the proposals are complete with all required details. Proposals that are not complete are liable to be disqualified at the discretion of CCIL/ Clearcorp/ LEIL/CCIL IFSC.

CCIL reserves the right to negotiate the prices quoted in the proposal to effect downward modification. CCIL will award the contract to the successful Bidder where the proposal has been determined to be the best valued services. CCIL's decisions in this respect will be final.

CCIL/ Clearcorp/ LEIL/CCIL IFSC 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/ Clearcorp/ LEIL/CCIL IFSC for premature opening or the failure to open a submitted document not properly addressed and identified.



#### **8.18 Self-declaration**

The bidder shall provide a self-declaration along with the proposal, format of which is given in Annexure VIII.

#### **8.19 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/ Clearcorp/ LEIL/CCIL IFSC 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. In addition to the above, all bidders shall furnish a Non-Disclosure Agreement/undertaking as per the format enclosed in Annexure IV.

#### **8.20 Contract Award**

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

Separate contracts/Purchase Orders will be awarded by CCIL, Clearcorp, LEIL and CCIL IFSC for its respective application/ scope, to the selected bidder. The draft terms and conditions that will be executed with the selected bidder by way of agreement are given in Annexure X. Under no circumstances, CCIL/ Clearcorp/ LEIL/CCIL IFSC will be able to modify the terms and conditions.

CCIL/ Clearcorp/ LEIL/CCIL IFSC, at its discretion, may continue with the services of the bidder to carry out the audit for the second and third year subject to the services found satisfactory.

## **8.21 Queries and Clarifications**

All Queries/Clarifications requested should be sent by email in the following format:

### Format of Request for Clarification/Query

Sir,

Re: RFP No. CCIL/IT/RFP/RG/25/145 dated December 22, 2025 for carrying out systems audit

Name of Respondent:

Date:

Name of Contact Person from respondent in case of need:

Tel No.:

S/N	Reference from RFP Section (if From RFP)	Query/Clarification

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 the above queries.

For M/s (company/ firm name)

Name of Authorised Signatory

## 8.22 Annexures

### Annexure-I

#### 1. Company Information Form- (to be emailed)

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 2024-25	
		Total Net Profit	
		Total Turnover for FY 2023-24	
		Total Net Profit	
		Total Turnover for FY 2022-23	
		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 audit after issuance of purchase order.	

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

## **Annexure-II**

### ***2. Information for Qualification – (to be emailed)***

- Bidders are requested to provide following information to enable CCIL/ Clearcorp/ LEIL/CCIL IFSC 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.

<b>S/N</b>	<b>Parameter</b>	<b>Relevant Data</b>	<b>Supporting Documents</b>
1.	The audit needs to be done by the auditors empaneled with Indian Computer Emergency Response Team (CERT-In) or a Certified Information System Auditor (CISA) registered with the ISACA or by a holder of a Diploma in Information System Audit (DISA) qualification of the Institute of Chartered Accountants of India (ICAI) and having adequate experience in conducting Systems Audit in	b) Names of people proposed to be engaged for systems audit. a) CERT-In empanelment if applicable	Profiles of people proposed to be engaged for systems audit with CISA/ DISA registration number(s)  CERT-In empanelment letter if applicable

	finance industry.														
2.	There should not be any conflict of interest for auditor, i.e. the firm conducting the systems audit or any of its sister concerns should not have been engaged in providing any type of service/s to the audited entity during the last two financial years.	Certificate of independence as per annexure given in this RFP.	As given in previous column												
3.	The bidder should have at least 25 employees on its payroll.	<div>1. Number of employees on payroll.</div> <div>2.<table><tr><td colspan="2">Number of Employees in Mumbai offices</td></tr><tr><td>CISA</td><td></td></tr><tr><td>DISA</td><td></td></tr></table></div> <div>3.<table><tr><td colspan="2">Number of Employees outside Mumbai offices</td></tr><tr><td>CISA</td><td></td></tr><tr><td>DISA</td><td></td></tr></table></div>	Number of Employees in Mumbai offices		CISA		DISA		Number of Employees outside Mumbai offices		CISA		DISA		
Number of Employees in Mumbai offices															
CISA															
DISA															
Number of Employees outside Mumbai offices															
CISA															
DISA															
4.	The bidder should have experience of conducting full-fledged systems & security audit.	As given below in Customer wise Assignment Details below this table.	As given in previous column												
5.	The bidder should have office in Mumbai and should provide list of office location(s) in	Provide list of offices in Mumbai with address and contact numbers.	As given in previous column												

	Mumbai.		
6.	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 VII) on their company's letterhead.	As given in previous column

### Customer wise Assignment Details

The bidder should have experience of conducting full-fledged systems audit. Please list down at least two relevant assignments (preferably of banks, financial institutions and financial intermediaries) completed in last two years (Financial/ Calendar) where audit fee/ purchase order amount was minimum Rs.5,00,000/- (inclusive of taxes). Please provide the information as per the format given below:

		Year 1		Year 2	
Sr. No.	Details	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 CISA/	(eg.CISA=5,			

	DISA consultants deployed on the project	DISA=1)			
6	Number of Data Centres audited	(eg. 3)			
7	IT Infrastructure audited: Servers (Windows, Unix etc.) Network Devices (routers, switches etc.) Network security devices (Firewalls, IPS etc.)	(eg. 1.MS Windows Server 2016 2.Red Hat Linux version x.x 3.Cisco model routers/ Switches 4.Checkpoint Firewall model 5.McAfee IPS version x.x 6.Any other item			
8	Number of Applications audited	(eg, 4 (provide application name or functionality).			
9	Audit based on (ISO 27001 standards, PCI standards, RBI guidelines etc.)	(eg. ISO 27001 and RBI Guidelines)			

- In case bidder wants to give details of more assignments, 'Assignment/ Year' columns can be increased. If a bidder wants to give only 1 assignment per year then 'Assignment 2' column can be removed.

### Annexure III

#### 3. Commercial Proposal – (to be physically delivered)

Please note, this annexure is required to be submitted in a sealed Envelope.

Price quoted should be separate for each item as per the format given below:

1. Audit Fee for the systems audit for year ending March 2027, March 2028 and March 2029)

Sr. No.	Audit Coverage Item	FY 2026-27		FY 2027-28		FY 2028-29	
		Price (Rs.)	Taxes (Rs.)	Price (Rs.)	Taxes (Rs.)	Price (Rs.)	Taxes (Rs.)
1.	System Audit of IT infrastructure and PSS Act Systems/Applications for CCIL						
2.	System Audit for LEIL						
3.	System Audit for CCIL's Non-PSS Applications						
4.	System Audit for Clearcorp managed ETPs						



5.	System Audit for CCIL IFSC's FCSS application and Infrastructure and compliance for IFSCA's Guidelines on Cyber Security and Cyber Resilience for Regulated Entities in IFSC						
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2. Audit Fee for IT Systems and Security Audit for FY 2026-27, 2027-28 and 2028-29

Sr. No.	Audit Coverage Item	FY 2026-27		FY 2027-28		FY 2028-29	
		Price (Rs.)	Taxes (Rs.)	Price (Rs.)	Taxes (Rs.)	Price (Rs.)	Taxes (Rs.)
1.	IT Systems and Security Audit						
2.	Top up cost of per vendor after completion of '5' vendors. (Ref. ITSSA Audit Scope Area - Vendor/ third party risk assessment).						

**Non-Disclosure Undertaking**

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

*(Scanned copy to be emailed and physical copy to be delivered)*

Ref No. CCIL/IT/RFP/RG/25/145

We, XXXX, having our registered office at XXX, refer to the RFP having Ref No. CCIL/IT/RFP/RG/25/145 dated \_\_\_\_\_ of The Clearing Corporation of India Ltd.(CCIL)/ Clearcorp Dealing Systems (India) Limited (Clearcorp)/ Legal Entity Identifier India Limited (LEIL)(CCIL Bhavan, S.K.Bole Road, Dadar (W), Mumbai 400028) and CCIL IFSC (Office C5, GIFT Aspire-3, Block-12, Zone-1, GIFT City, Gandhinagar, Gujarat) to conduct Systems audit for the years ending March 2027, March 2028 & March 2029 and IT systems and security audit for the financial years 2026-27, 2027-28 & 2028-29. 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)/ Legal Entity Identifier India Limited (LEIL)/ CCIL IFSC Limited (CCIL IFSC), including but not restricted to CCIL's/ Clearcorp's/ LEIL's/CCIL IFSC's infrastructure details, application details, operations, customers' name, addresses, etc., and any other data or details critical to CCIL/ CCIL's subsidiary companies, is confidential and is received for the sole and limited purpose of Systems audit for the years ending March 2027, March 2028 & March 2029 and IT systems and security audit for the financial years 2026-27, 2027-28 & 2028-29 and that we (XXXX and/ or its employees) shall not disclose the same to any person.

No right of any nature accrues to XXXX by virtue of any information received by us for the purpose of Systems audit for the years ending March 2027, March 2028 & March 2029 and IT systems and security audit for the financial years 2026-27, 2027-28 & 2028-29.

Upon CCIL's/ CLEARCORP's/ LEIL's/CCIL IFSC's request, XXXX shall promptly return to CCIL/ Clearcorp/ LEIL or destroy (as CCIL/ Clearcorp/ LEIL/CCIL IFSC specifies) all copies (including electronic copies) of any information held by XXXX or by its employees.

This undertaking shall survive the termination or the completion of the said assignment.

XXXX has obtained an undertaking from their employees, confirming that they shall not disclose any information as stated above to any person.

**We agree to and accept the above**

For and on behalf of

(XXXX)

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

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

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

## **Annexure VI**

*(On Company/ Firm 's Letterhead)*  
*(to be emailed and physically delivered)*

### **Certificate of Independence**

This is to certify that M/s \_\_\_\_\_ together with its consulting and specialized services affiliates, subsidiaries and associated companies or network or group entities has not/ have not undertaken any prohibited non-audit assignments for the company and are independent vis-à-vis The Clearing Corporation of India Ltd./ Clearcorp Dealing Systems (India) Ltd./ Legal Entity Identifier India Limited/ CCIL IFSC Limited (CCIL IFSC).

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

Partner/ Director  
(Firm/ Company seal)

## Annexure VII

*(On Firm's Letterhead)*  
*(to be emailed and physically delivered)*

To,

**The Clearing Corporation of India Limited/ Clearcorp Dealing Systems (India)  
Ltd./ Legal Entity Identifier India Limited/ CCIL IFSC Limited CCIL Bhavan,  
S.K.Bole Road  
Dadar (W), Mumbai 400 028**

Sir,

Re: RFP No. CCIL/IT/RFP/SS/22/363 dated November 28, 2022 for carrying out  
systems audit

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)

**Annexure VIII**

*(to be emailed and physically delivered)*

*Format of self-declaration*

**To,**

**HOD – IT**

**The Clearing Corporation of India Limited**

CCIL Bhavan,

S.K.Bole Road

Dadar (W), Mumbai 400 028

Sir,

Re: RFP No. CCIL/IT/RFP/RG/25/145 dated December 16, 2025 for carrying out systems audit

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 AUDIT**1. SYSTEMS AUDIT****S) Coverage**

The systems to be included are as follows:

1. CCIL Systems covered under PSS Act 2007: (PSS Applications – Including systems and processes related to operations of CSGL accounts)

Sr. No.	Application / Infrastructure	Description
1.	IT Infrastructure	CCIL's IT infrastructure covering Primary, Near DR site at Kurla and Far DR Site at Hyderabad and Alternate User Location (AUL) Sites at Mumbai and Pune.
2.	CSS including all related ancillary applications including functionalities migrated to the new system under transformation project	Clearing and Settlement System for all business segments
3.	RMS	Risk Management System for all business segments
4.	FSS	Funds Settlement System with interface to RTGS/ CBS, RFMS Hub
5.	Trade Repository	Trade Repository maintains an electronic database for record keeping of definitive copies of trade data of all open OTC derivative transactions
6.	F-TRAC	Trade reporting system for instruments like Commercial Paper, Certificate of Deposit and Corporate Bonds Repo

2. Other CCIL/ CCIL managed applications: (Non-PSS Applications)

Sr. No.	Name of applications	Description
1.	Risk system for Forex Forward settlement and IRS settlement.	Used for risk/valuation processes for IRS and Forex Forward settlement, with interface to CSS/RMS.
2.	C-Notice	Internet based application used by Members for sending collateral notices for deposit and withdrawal in electronic form.
3.	Report Browser	Report browser used by members for accessing reports.
4.	CORE	CCIL's Online Reporting Engine for reporting OTC Derivative trades.
5.	IRMS/ IRIS	Integrated Risk Management System (IRMS/ IRIS) is a system that provides a dashboard to the members for the information of their trade and margin positions.
6.	RBI Retail Direct	The RBI Retail Direct Scheme allows retail investors to purchase and sell government securities (G-sec) on the primary and secondary markets over the internet. This is a RBI application managed by CCIL.
7.	SBEMS	Settlement Bank Exposure Monitoring System, used to monitor exposures across all DSBs including Foreign banks (USD/INR and CLS).
8.	SARVAM	CCIL is offering the Service for Analysis of Risk, Valuation and Margining (SARVAM) solution which is designed to provide Valuation, Margining and Collateral Management (both Variation Margin (VM) and Initial Margin (IM)), and Risk Analytics for NCCDs under its different modules.

3. LEIL System/ application: (PSS Application)

Sr. No.	Name of application	Description
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1.	LEI application	Legal Entity Identifier (LEI) application for issuing globally compatible Legal Entity Identifiers (LEIs) in India.
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4. RBI authorized ETP & Clearcorp managed Systems:

Sr. No.	Name of application	Description
1.	FX-CLEAR	Electronic currency dealing platform to facilitate inter-bank foreign exchange dealing .
2.	FX-Retail (Web interface for FX-CLEAR)	Internet Gateway to FX-CLEAR for Retail Customers to trade in USD/INR currency pair.
3.	CROMS	Electronic anonymous order matching platform to facilitate dealing in market repos.
4.	Triparty Repo and Accounting System including iTreps	Triparty Repo trading for NDS members.
5.	ASTROID	Electronic platform for dealing in Interest Rates Swaps (IRS).
6.	NDS-OM	Electronic order matching trading platform for dated securities, Treasury bills, when issued market. RBI application managed by CLEARCORP.
7.	Web based NDS-OM including NDS-OM Retail, NDS OM Retail Mobile	Internet gateway for constituents/ GAH members of NDS-OM. RBI application managed by CLEARCORP.
8.	NDS-CALL	Electronic platform for dealing in Call, Notice and Term money. RBI application managed by CLEARCORP.
9.	FX Options	Electronic platform for FX Options trading.

10.	Surveillance (MMS) application, Surveillance data layer	Surveillance is a monitoring system that provides alerts as configured for likely market abuse patterns for each of the ETPs.
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5. CCIL IFSC application:

Sr. No.	Application/Infra structure.	Description
1.	IT Infrastructure	CCIL IFSC's IT infrastructure covering Gujarat Gift City
2.	Foreign Currency Settlement System (FCSS)	FCSS is an interbank payment system to facilitate the settlement of USD transactions initially on a real-time gross settlement (RTGS) basis among the member IBUs located in the GIFT City and their customers.

## **B) Scope of Audit**

1. The scope of system audit must include the items indicated below. Auditors need to comment on each item, indicating any observation (or the lack of it). Controls need to be tested for both Design (Test of Design — ToD) and Operating Effectiveness (Test of Operating Effectiveness — ToE).
  - i. Information Security Governance — Assessment of the top management's role in overseeing the development, implementation and maintenance of the organization's information security management. It should include the following amongst others:
    - a. Policies related to information security;
    - b. Defined roles and responsibilities of various governance structure;
    - c. Identification and assessment of threats and vulnerabilities;
    - d. Management reviews of information security practices;
    - e. Additional checks based on the risk perception or threats as they emerge;
    - f. Key Risk Indicators (KRIs) by the entity as part of self-assessment.
  - ii. Access Control — Assessment of the access control mechanism in place to restrict and filter access to the IT assets of the organization. It should include the following amongst others:

- a. Granting access on a “need-to-have” and “need-to-know” basis;
  - b. Periodic user access reviews & revocation of access;
  - c. Privileged User Access Management;
  - d. Controlled access to vendors and service providers;
  - e. Maintaining audit trail for system activities.
- iii. Hardware Management — Assessment of controls with regard to hardware asset management from acquisition through disposal. Validation of effectiveness of controls on secure use of removable media.
- iv. Network Security — Assessment of the countermeasures in place to protect the network from malicious attacks and minimize or eliminate the possibility of any losses being incurred by the entity as a result of the network being compromised.
- v. Data Security -Assessment of the security measures implemented across the information life cycle starting from collection/ creation of data to storage, access, transmission and its eventual archival and/or deletion.
- vi. Physical and Environmental Security — Assessment of the physical and environmental security controls in place to protect assets from internal and external threats.
- vii. Human Resource Security — Assessment of the controls pertaining to human factors to prevent threats such as data leakage, data theft and misuse of data. It should include the following amongst others:
  - a. Recruitment (background checks, roles and responsibilities);
  - b. Information security training and user awareness;
  - c. Termination (removal of access to data and systems).
- viii. Business Continuity Management — Assessment of the disaster recovery capabilities of the audited entity and regular BCP drills. Controls should be designed so as to enable the entity to recover rapidly from any disrupting event and safely resume critical operations aligned with recovery time and recovery point objectives while ensuring security of processes and data is protected.
- ix. System Scalability — Assessment of controls relating to scalability of systems from a growth perspective and Turn Around Time (TAT) of transaction processing.
- x. IT Project Management — Assessment of controls in place for developing or acquiring new systems focusing on project risk. Examine whether systems are based on sound design principles which have built in security functionality such as Secure Software Development Life Cycle (S-SDLC) and are able to withstand malicious attacks by design and ensure that no security weaknesses have been introduced during the build process.
- xi. Vendor/Third Party Risk Management — Assessment of controls in place to ensure that outsourcing related risks are managed through adequate oversight measures that should include the following amongst others:
  - a. Service level agreement (it should mandatorily include right of audit / inspection by the home country regulators);
  - b. Assessment of the security controls during on-boarding or off-boarding
  - c. Implementation of baseline cyber security controls by the service provider;
  - d. Responsibility of service providers to get their systems audited to ensure error-free operation;

- e. Mandatory disclosure of any security incident specific to the entity's systems or processes.
  - xii. Incident Management — Assessment of the entity's response mechanism in the event of a security incident. Examine the organization's capability to identify the incident, contain the damage, investigate the incident, effectively respond and restore normal operations as quickly as possible with the least possible impact. Also, verify the effectiveness of controls around determination and elimination of the root cause to prevent the occurrence of repeated incidents.
  - xiii. Change Management — Assessment of controls in place for ensuring that changes are applied appropriately and do not compromise the information security of the organization.
  - xiv. Patch Management — Assessment of the mechanism in place to consistently monitor and configure systems and applications against known vulnerabilities in operating systems and other software.
  - xv. Log Management — Assessment of the security controls around generation, transmission, access, analysis, storage, archiving and ultimate disposal of log data.
  - xvi. Secure Mail and Messaging systems — Assessment of controls in place to ensure that the entity's inbound and outbound traffic in the form of mail, messages or any other media are secure.
  - xvii. Mobile and/or other Input / Output Device Management Policy — Assessment of security controls with regard to portable devices (e.g. smartphones, laptops etc.) having access to sensitive data.
  - xviii. Security Testing and Source Code Review — Assessment of the adequacy of system performance under stress-load scenarios, security controls including vulnerability assessment, penetration testing, configuration review and source code review.
  - xix. Online Systems Security — Assessment of controls in place to ensure security of payment information processing systems and Application Programming Interfaces (APIs) provided to internal/ external applications.
  - xx. Mobile Online Services (applicable for entities offering services through mobile applications) — Assessment of the controls in place to protect mobile applications and provided by the entity to its customers from malicious attacks.
  - xxi. Check if LEI number generation is in compliance with ISO 17442 standard for LEI application. (Applicable only for LEI application).
2. The auditors need to check open observations and compliance noted in the previous system audit so as to ensure sustained compliance.
  3. Deviations, if any, in the processes followed by the entity from the process flow submitted to RBI while seeking authorization should be mentioned by the auditor (applicable only for Systems covered under PSS Act 2007).
  4. Compliance to Guidelines on Cyber Security and Cyber Resilience for Regulated Entities in IFSC (Applicable for CCIL IFSC's FCSS)

5. Compliance to Master Direction – Reserve Bank of India (Electronic Trading Platforms) Directions, 2025 dated June 16, 2025 (Applicable for RBI authorized ETP & Clearcorp managed systems) in respect of IS/IT Audit.

#### **D) Audit Schedule**

a. Schedule for Systems audit is as given below:

<b>S/n</b>	<b>Systems audit (Please refer coverage above)</b>	<b>Financial Year</b>	<b>Date of submission of final audit report</b>
1.	System Audit for CCIL Non-PSS (Q2)	2026-2027	September 2026
	Post Implementation Audit for CCIL Non-PSS	2026-2027	October 2026
2.	System Audit for Clearcorp ETP (Q3)	2026-2027	December 2026
	Post Implementation Audit for Clearcorp ETP	2026-2027	January 2027
3.	System Audit for PSS Act Systems CCIL/LEIL (Q4)	2026-2027	March 2027
	Post Implementation Audit for PSS Act Systems CCIL/LEIL	2026-2027	April 2027
4.	Cyber Security System Audit for CCIL IFSC (Q4)	2026-2027	March 2027
	Post Implementation Audit for CCIL IFSC	2026-2027	April 2027
5.	System Audit for CCIL Non-PSS (Q2)	2027-2028	September 2027
	Post Implementation Audit for CCIL Non-PSS	2027-2028	October 2027
6.	System Audit for Clearcorp (Q3)	2027-2028	December 2027
	Post Implementation Audit for Clearcorp	2027-2028	January 2028
7.	System Audit for PSS Act Systems CCIL/LEIL (Q4)	2027-2028	March 2028
	Post Implementation Audit for PSS Act Systems CCIL/LEIL	2027-2028	April 2028
8.	Cyber Security System Audit for CCIL IFSC (Q4)	2027-2028	March 2028
	Post Implementation Audit for CCIL IFSC	2027-2028	April 2028
9.	System Audit for CCIL Non-	2028-2029	September 2028

	PSS (Q2)		
	Post Implementation Audit for CCIL Non-PSS	2028-2029	October 2028
10.	System Audit for Clearcorp (Q3)	2028-2029	December 2028
	Post Implementation Audit for Clearcorp	2028-2029	January 2029
11.	System Audit for PSS Act Systems CCIL/LEIL (Q4)	2028-2029	March 2029
	Post Implementation Audit for PSS Act Systems CCIL/LEIL	2028-2029	April 2029
12.	Cyber Security System Audit for CCIL IFSC (Q4)	2028-2029	March 2029
	Post Implementation Audit for CCIL IFSC	2028-2029	April 2029

- b. Presentations to TAC, Audit Committee and Board of Directors shall be given by auditor as and when scheduled by us, if required.

## **2. IT SYSTEMS AND SECURITY AUDIT**

### **S) Scope of Audit**

- The audit should be carried out based on industry benchmarks and controls requirement issued by Reserve Bank of India from time to time to banks/ financial institutions/ Payment and Settlement Systems (PSS) entities as mentioned in RBI circulars related to Information Security.
- The area for audit is listed below:

<b>Sr. No.</b>	<b>Audit Areas for FY 2026-27, 2027-28 and 2028-29. Following areas to be audited annually.</b>
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1	Information Technology & Information Security Governance	<p>Defined roles and responsibilities of various governance structure;</p> <p>Identification and assessment of threats and vulnerabilities;</p> <p>Management reviews of information security practices;</p> <p>Additional checks based on the risk perception or threats as they emerge;</p> <p>Key Risk Indicators (KRIs) by the entity as part of self-assessment.</p> <p>Detailed organization reporting structure</p> <p>Exception register / tracker</p>
2	IT / IS Security Policies & Procedures - document review	
3	Cyber Security Policies and incident management plan - document review	
4	CISO/ISMS Activities	Security Awareness Training etc.
5	ISO Audit implementation status review	
6	IT Infrastructure assessment and IT asset lifecycle management	<p>Assessment hardware, system software, network, database, physical &amp; general controls and Business Continuity. Assessment of inventory of Endpoint, Servers, network devices, Security devices, API, Application, Software's etc.</p> <p>Assessment of controls with regard to hardware asset management from acquisition through disposal. Validation of effectiveness of controls on secure use of removable media.</p>
7	Risk Assessment/ Risk Treatment plan review (57 Risk Assessment Registers)	

8	Application Security	Assessment of controls in place for developing or acquiring new systems focusing on project risk. Examine whether systems are based on sound design principles which have built in security functionality such as Secure Software Development Life Cycle (S-SDLC) and are able to withstand malicious attacks by design and ensure that no security weaknesses have been introduced during the build process. Assessment of Configuration/rule in case reverse proxy used for API based communication, Review Inventory of API list, whitelisted API, Infrastructure level architecture diagram of applications which showcase the placement of all components, interface connectivity with respective applications, zones, etc., Review of security testing reports of API deployed in production, Review of URLs and IP address published in DNS for all applications. SBOM (Software Bill of Materials) Audit
9	Network Security including perimeter security, various security solutions	Review Inventory of Network and Security devices with comprehensive details, Review Inbound and outbound rules configured on all firewalls, Review of All network and security devices integration with syslog servers.
10	Host Security/End Point Security	Review of Endpoint Inventory, Anti-virus, NAC and threat detection technology review, Secure Configuration review
11	Physical/ Environmental Security	Physical Security Assessment, Data Center Assessment, Physical and environment controls configured to safeguard critical assets from natural disasters and other threats
12	Onsite Consultants – Controls	
13	SOC Activities	Review device Integration to SIEM, Actions for Alerts, Log review process etc.
14	Privilege Identity Management process	Review of list of all assets, application, database, network devices, middleware integrated with PIM/PAM, review of users created on PIM/PAM,
15	Data Privacy, DLP	Review of coverage of DLP tool across organization



16	System and Security audit at vendor/ third party (providing services such as offsite software development/ security operation center/ KYC services/ Other cloud services) locations (limited to services being provided to our organization). (5 vendors/ third party will amount to 5 reviews). Kindly provide top up cost of per vendor after completion of '5' vendors.	Vendor/Third Party Risk Management: a. Service level agreement (it should mandatorily include right of audit / inspection by the home country regulators); b. Assessment of the security controls during on-boarding or off-boarding c. Implementation of baseline cyber security controls by the service provider; d. Responsibility of service providers to get their systems audited to ensure error-free operation; e. Mandatory disclosure of any security incident specific to the entity's systems or processes.
17	Database Security	Review data in rest and data in transit encryption, Access Controls, Activity logs review, Data obfuscation etc.
18	Backup and Restoration testing	Restoration frequency and testing, Encryption
19	Capacity Management	Assessment of capacity management process
20	BCP and DR	Review of report of BCP / DR drills, Stress/ Volume test and Call tree restoration activity testing report.
21	Review of SWIFT Customer Security Control Framework (Oct-Nov of each year)	
22	IDRBT RA Activities – 6 monthly audits (August)	
23	IDRBT RA Activities – Annual audit (February)	
24	Review of change management forms generated in quarter 1 of Financial Year	
25	Review of change management forms generated in quarter 2 of Financial Year	
26	Review of change management forms generated in quarter 3 of Financial Year	
27	Review of change management forms generated in quarter 4 of Financial Year	
28	Audit on base line cyber security guidelines as given in RTGS system regulations and NEFT procedural guidelines (Report to be submitted by April 30 every year)	
29	ASP Audit for compliance to ESIGN services provide by M/s PROTEAN EGOV TECH (report to be submitted in August every year)	
30	Any other item related to IT Systems and Security audit, proposed by the auditors, after discussion with the management	
31	Status report of open observations of various audits – on Quarterly basis (Compliance Audit)	
32	Audit for compliance with additional controls for CSS, FSS, TR and RMS Applications (ITSSA Q2)	

The scope of the audit should consider the following Master Directions from RBI:

- RBI/DPSS/2024-25/123CO.DPSS.OVRST.No.S447/06-26-002/2024-25, July 30, 2024, “Master Directions on Cyber Resilience and Digital Payment Security Controls for nonbank Payment System Operators”.

The following document shall be used as a reference document / guideline for the conduct of the audit:

- Comprehensive Cyber Security Audit Policy Guidelines (CERT-IN)

### **B) Audit Schedules**

All the above audit areas are to be covered during a FY, wherein a set of 8-10 areas (including period specific items) are audited in each quarter of the FY (Cycle – 1,2,3,4). The audit reports for each cycle are to be submitted within 10 days of the end of FY quarter. The post implementation verification shall be carried out within 1 month of audit report submission. Payments shall be linked to the audit activity completion and verification for each cycle.

Schedule for IT Systems and Security audit is as given below:

<b>IT Systems and Security audit (Please refer to audit areas above-8-9 of the above areas should cover in each quarter)</b>		<b>Financial Year</b>	<b>Final report submission date</b>
1	ITSSA for Q1	2026-2027	June 2026
	Final Post Implementation of ITSSA for Q1	2026-2027	July 2026
2	ITSSA for Q2	2026-2027	September 2026
	Final Post Implementation of ITSSA for Q2	2026-2027	October 2026
3	ITSSA for Q3	2026-2027	December 2026
	Final Post Implementation of ITSSA for Q3	2026-2027	January 2027
4	ITSSA for Q4	2026-2027	March 2027
	Final Post Implementation of ITSSA for Q4	2026-2027	April 2027
5	ITSSA for Q1	2027-2028	June 2027
	Final Post Implementation of ITSSA for Q1	2027-2028	July 2027
6	ITSSA for Q2	2027-2028	September 2027
	Final Post Implementation of ITSSA for Q2	2027-2028	October 2027
7	ITSSA for Q3	2027-2028	December 2027
	Final Post Implementation of ITSSA for Q3	2027-2028	January 2028
8	ITSSA for Q4	2027-2028	March 2028
	Final Post Implementation of	2027-2028	April 2028

	ITSSA for Q4		
9	ITSSA for Q1	2028-2029	June 2028
	Final Post Implementation of ITSSA for Q1	2028-2029	July 2028
10	ITSSA for Q2	2028-2029	September 2028
	Final Post Implementation of ITSSA for Q2	2028-2029	October 2028
11	ITSSA for Q3	2028-2029	December 2028
	Final Post Implementation of ITSSA for Q3	2028-2029	January 2029
12	ITSSA for Q4	2028-2029	March 2029
	Final Post Implementation of ITSSA for Q4	2028-2029	April 2029

- c. Presentations to TAC, Audit Committee and Board of Directors shall be given by auditor as and when scheduled by us, if required.

## **Annexure X**

### Draft Terms and Conditions to be executed with Contractor

The draft terms and conditions that will be executed with the contractor by way of agreement are given below. Under no circumstances, CCIL/ Clearcorp/ LEIL/CCIL IFSC will be able to modify the terms and conditions.

#### **1. Representations And Warranties**

The Contractor shall warrant that the certificate supplied under this RFP is in compliance with the business requirement specifications agreed upon and does not have any defect arising out of faulty design, bugs etc., for a period of 2 months from the date of hardware/software/certificate delivery. The Contractor warrants that to the best of the Contractor's knowledge the Software Product does not contain any viruses, worms or Trojan horses. The Contractor shall provide remedies for defects reported by CCIL, within a mutually agreed time frame from the receipt of the bug information in order to ensure continued business operations. Further Contractor shall provide permanent solutions for the identified defects with the associated Root Cause Analysis. Each Party represents and warrants to each other that a) It has full power and authority to enter and perform this Agreement, b) this Agreement has been duly authorized, executed and delivered by it and c) the execution, delivery and performance of this Agreement by it will not i. contravene its constitutive documents, ii. contravene any material agreement or order, judgment or decree by which it is bound, or iii. Constitute a violation of any applicable law, rule or regulation of any government or regulatory body.

#### **2. 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.

### 3. 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 installation/configuration of hardware/software if it part of contract. The contractor shall ensure that all its personnel are made aware of and necessary undertaking is obtained to strictly comply with CCIL’s Information System (IS) Security policies/ procedures in force. In the event of any lapse/ violation in the above and any breach of IS Security by the personnel from the Contractor, CCIL shall have right to take appropriate action including but not limited to termination of Agreement/contract, termination of induction of concerned personnel and claim the direct, indirect/ consequential damages, arising out of breach of the IS Security policies of CCIL, from the contractor. Further, the Contractor shall ensure that the hardware/software/network/application etc. provided as part of the Contract is free from embedded malicious code and malwares. During the execution of work under this contract, the Contractor shall ensure that all relevant aspect of Confidentiality, Integrity and Availability shall be maintained during the entire life cycle of the project from initiation to signoff. The Contractor shall implement and maintain information security policies, procedures, data protection safeguards and ensure compliance by its employees, agents, representatives, and subcontractors. Contractor shall be solely liable for non-compliance by any of its employees, agents, representatives, and subcontractors.

### 4. Variations

No variations or modifications to any of the terms of future 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.

#### 5. Entire RFP

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 RFP Terms and Conditions shall prevail over the document submitted. The RFP supersedes all prior purchase order, arrangements and understandings between the Parties and constitutes the entire RFP between the Parties relating to the subject matter hereof. No addition to or modification of any provision of the RFP 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 RFP and to the extent that they do not conflict with the terms and conditions set out herein.

#### 6. No Agency

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

#### 8.10 Payment to MSME

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

#### 7. Liquidated damages:

In case the Contractor is not able to complete the delivery of the Certificates /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. The levy of liquidated damages shall not relieve the Contractor from their obligation to deliver Audit report under this RFP. In case the delay exceeds 2 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

#### 8. Severability

If any provision of future 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.

#### 9. 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

#### 10. Quality Assurance and Commitments

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

#### 11. Remedies

- a. In the event of termination of future 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.

#### 12. Waiver of remedies

No forbearance, delay or indulgence by either Party in enforcing the provisions of the future 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.

#### 13. Return of Information

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

#### 13. 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.

#### 14. Indemnity

- a. The Contractor will indemnify and keep indemnified and otherwise hold harmless, CCIL, its affiliates, directors, shareholders, officers, employees, authorized 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 Certificated to CCIL under the future 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 no 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 defense, 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 defense, 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 defense 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 defense 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.

#### 14. 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.

#### 15. 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.

#### 16. Warranty

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

- (a) in conformity with the specifications in all respects and fit for the purpose intended
- (b) free from faulty workmanship, material or design,
- (c) free and clear of all liens, claims, security interests or other encumbrances of any kind, with Contractor having good and marketable title thereto. Services furnished hereunder shall be performed in a skilled, professional and workman like manner.

#### 17. Admission and working at the site:

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



17. No Infringement:

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

18. 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.

19. 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: SVP-IT

For Contractor: (To be provided by the Contractor)

\_\_\_\_\_

Attn: \_\_\_\_\_

20. Matters for Consultation

If any matter which is not provided in the future PO or if any question arises concerning the interpretation of the future PO, CCIL and Contractor will confer in good faith and try to resolve the matter. 8.28 Headings The headings to the clauses of the future PO are for ease of reference only and shall not affect the interpretation or construction of the future PO.

## 21. 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.

## 22. Applicable Law:

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

## 23. Insolvency:

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

## 24. Unfair means

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

## 25. Copyrights, Patents and Other Proprietary Rights:

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

## 26. 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.

#### 27. Compliance with rules and regulations:

The Contractor 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. 8.36 Anti-Bribery Clause: The Contractor shall comply with all applicable laws, statutes, regulations and codes relating to antibribery including but not limited to the applicable legislations in India throughout the term of the future 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 the future purchase order. Breach of this clause shall be deemed a material breach of the future purchase order.

#### 28. Anti-Corruption Clause

The Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anticorruption including but not limited to the applicable legislations in India throughout the term of the future 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 the future purchase order. Breach of this clause shall be deemed a material breach of the future purchase order.

#### 29. Force Majeure:

a. Notwithstanding anything contained in the future PO, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. In the event of such delay, the date of performance will be extended for a period equal to the effect of time lost by reason of the delay, as mutually agreed between the Parties.

b. For purposes of this clause, "Force Majeure" shall include without limitation the following acts or events:

(i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, avalanche, blizzard and earthquakes;

(ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance;

(iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic, epidemic, lockdowns, terrorist acts, or rebellion;

(iv) strikes or labour disputes

(v) action by a Governmental Authority, including a moratorium on any activities related to the Agreement;

(vi) any loss of insolation that is caused by any natural phenomena and

(vii) the inability for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfil its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such permit. However, it does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of CCIL or Contractor.

c. The above is without prejudice to the rights already accrued by the Parties as a result of their performance or failure to perform either in full or in part, pursuant to their obligations in the future PO, prior to the occurrence of events of Force Majeure.

30. Legal Binding: No Legal binding will exist between the contractor and CCIL until the issuing of the future Purchase Order by CCIL.

### 31. 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.

32. 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 the future 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.

33. Termination of Contract: Either Party shall have the right to terminate the future 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. The future PO may be terminated upon the following:

a. In case of a material breach of any of the terms of the future 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 the future PO by giving 30 calendar days' notice in writing to the breaching Party and the future 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 the future 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 nondisclosure agreement in notwithstanding the termination of the future PO

d. Upon termination of the future PO (a) the right of access granted to the employees/agents/representatives of the contractor to enter the premise of CCIL under the future PO shall cease immediately; (b) shall hand over possession of all infrastructures, documentation, information or any item provided by CCIL under the future 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 prorata basis, whichever is later.

#### 34. 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 future 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

#### 34. 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.

#### 35. 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.)

#### 36. 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

#### 37. 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.

38. Assignment: Neither Party shall assign or otherwise transfer, subcontract, pledge or make any other disposition of the future 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.

39. Related Party Disclosure 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 is non- Related Party Transactions, the Contractor shall confirm the same in writing to CCIL.

#### 40.Independent Contractor

Contractor will perform its obligations under the future 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 Certificates and permits necessary for rendering the Services.

#### 41. Background Verification

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

42.Affiliate Purchases Notwithstanding anything to the contrary set forth in this Agreement, those Affiliates of CCIL listed as "Affiliates of CCIL", as amended from time to time, may, in addition to CCIL, purchase, deploy, and use the Products on the terms and conditions set forth in this Agreement. "Affiliates of CCIL" may be updated by CCIL from time to time by written notice to the vendor/contractor. For the purposes of this Agreement, "Affiliates of CCIL" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with CCIL. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

All purchases, deployments, and uses by Affiliates of CCIL shall be deemed purchases by CCIL under this Agreement, and CCIL shall remain responsible for compliance with the terms of this Agreement, including payment obligations, in respect of such Affiliate transactions

For clarity, the following subsidiaries of CCIL are expressly included as Affiliates for the purposes of this Agreement: Clearcorp Dealing Systems (India) Ltd., Legal Entity Identifier India Limited., CCIL IFSC Limited. CCIL may, from time to time, notify the vendor/contractor in writing of additional entities qualifying as Affiliates of CCIL, and such entities shall thereupon be deemed Affiliates under this Agreement. All purchases, deployments, and uses by Affiliates of CCIL shall be deemed purchases by CCIL, and CCIL shall remain responsible for compliance with the terms of this Agreement, including payment obligations, in respect of such Affiliate transactions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Annexure X(a)**

**Proforma of Non-Disclosure Agreement**

**NDA**

*(To be executed as part of the Agreement in case the PO is awarded.)*

We,..... (“Contractor”), having our registered office at \_\_\_\_\_,  
refer to the purchase order (PO) \_\_\_\_\_ dated \_\_\_\_\_ of The Clearing  
Corporation of India Limited (CCIL Bhavan, S. K. Bole Road, Dadar (W), Mumbai-  
400028) and its subsidiaries to conduct systems and security audits.

As required by The Clearing Corporation of India Limited (CCIL), 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),



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, 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 to and accept the above**

For and on behalf of

(Bidder name)

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

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

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

\*\*\*\*\*

**Proforma for Individual Non-Disclosure Agreement**

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

(To be provided by selected bidder on award of the purchase order)

Date:

«EMPLOYEE\_ID»

**To,**

**Managing Director**

**The Clearing Corporation of India Limited/ Clearcorp Dealing Systems (India)**

**Ltd./ Legal Entity Identifier India Limited/ CCIL IFSC 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)/ Clearcorp Dealing Systems (India) Ltd. (Clearcorp)** at its registered office at CCIL Bhavan, S.K.Bole Road, Dadar (W), Mumbai 400028.

As required by CCIL/ Clearcorp/ LEIL/CCIL IFSC, I hereby agree, confirm and undertake that:

1. Any information (whether oral, written or otherwise) or any data or documents of CCIL/ Clearcorp/ LEIL/CCIL IFSC, which I am in possession of or which I have

received or may from time to time receive from CCIL/ Clearcorp/ LEIL/CCIL IFSC during my assignment with CCIL, including but not restricted to CCIL's/ Clearcorp's/ LEIL's/CCIL IFSC'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/ Clearcorp/ LEIL/CCIL IFSC, 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 utilize/ disclose the information/ data of CCIL/ Clearcorp/ LEIL/CCIL IFSC, 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/ Clearcorp/ LEIL/CCIL IFSC.
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/ Clearcorp/ LEIL/CCIL IFSC or any other person; or (b) is approved for release by written authorization of CCIL/ Clearcorp/ LEIL/CCIL IFSC; 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/ Clearcorp's/ LEIL's/CCIL IFSC's request, I shall promptly return to CCIL/ Clearcorp/ LEIL or destroy (as CCIL/ Clearcorp/ LEIL/CCIL IFSC specifies) all copies (including electronic copies) of any information held by me.

6. This undertaking shall survive the completion of my assignment with CCIL/ Clearcorp/ LEIL/CCIL IFSC.

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

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