



**THE CLEARING CORPORATION OF INDIA LTD.**

REQUEST FOR PROPOSAL

FOR

EMPANELING VENDOR FOR TENABLE NESSUS  
SUBSCRIPTION RENEWAL

RFP No: CCIL/IT/RFP/DD/26/052

Dated:11-06-2026

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

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

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## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Service Providers whether verbally or in documentary form by or on behalf of The Clearing Corporation of India Limited (CCIL) and its subsidiary companies (henceforth referred as 'CCIL'), is provided to the Service Providers on the terms and conditions set out in this RFP document.

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

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## **1. Introduction**

**1.1.** Clearing Corporation of India Ltd. (CCIL) (CIN: U65990MH2001PLC131804) was set up in April, 2001 to provide guaranteed clearing and settlement functions for transactions in Money, G-Secs, Foreign Exchange and Derivative markets. The introduction of guaranteed clearing and settlement led to significant improvement in the market efficiency, transparency, liquidity and risk management/measurement practices in these market along with added benefits like reduced settlement and operational risk, savings on settlement costs, etc. CCIL also provides non-guaranteed settlement for Rupee interest rate derivatives and cross currency transactions through the CLS Bank. CCIL's adherence to the stringent principles governing its operations as a Financial Market Infrastructure has resulted in its recognition as a Qualified Central Counterparty (QCCP) by the Reserve Bank of India in 2014. It has also set up a Trade Repository to enable financial institutions to report their transactions in OTC derivatives.

For more details, please visit the website at [www.ccilindia.com](http://www.ccilindia.com)

**1.2.** CCIL has continuously evolved over the years with the shifting paradigms of the financial arena to take on various roles in the financial market. Through its fully owned subsidiary, Clearcorp Dealing Systems Limited (CDSL), CCIL has introduced various platforms for electronic execution of deals in various market segment. Further, CDSL has developed, implemented and manages the NDS-OM - the RBI owned anonymous electronic trading system for dealing in G-Secs and also for reporting of OTC deals as well as the NDS-CALL platform which facilitates electronic dealing in the Call, Notice & Term Money market.

**1.3.** 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.

**1.4.** CCIL and its subsidiaries are ISO/IEC 27001 certified since 2006 for securing its information assets and in July 2021 CCIL has been recertified for conforming to the new standard ISO 27001:2022.

**2. Definitions**

- 2.1. RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.
- 2.2. "Bid" means the written reply or submission of response to this RFP.
- 2.3. Bidder/Service Provider means an entity/company/firm who meets the eligibility criteria of this RFP and willing to provide the service as required in this bidding document.
- 2.4. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and other obligation of the Vendor covered under the RFP.

**3. Objective**

- 3.1. We have subscribed to Tenable Security Center/Nessus tool for more than 5 years and it has been found useful in carrying out vulnerability assessments. The Tenable Security Center/Nessus is market leader in carrying out Vulnerability Assessment (VA) for the organizations. The renewal of licenses will be required for 1400 devices/servers across organization including CCIL-IFSC for next three years.
- 3.2. This Request for Proposal document (“RFP”) has been prepared to enable The Clearing Corporation of India Ltd. (“CCIL”) for obtaining proposals to appoint a competent agency/company for renewal of Tenable Nessus subscription.
- 3.3. Bidders are requested to submit proposal in accordance with the enclosed Request for Proposal (RFP) terms. Information provided here should be used for its intended scope and purpose only. Retention of this RFP documents signifies your agreement to treat the information as confidential.

**4. RFP Schedule**

4.1. Information on important dates and time related to this RFP is as follows

Sr.	Description	Details
1	Name of RFP	<u>EMPANELING VENDOR FOR TENABLE NESSUS SUBSCRIPTION RENEWAL</u>
2	RFP Reference Number	<u>CCIL/IT/RFP/DD/26/052</u>
3	Release Date of RFP	<u>11-06-2026</u>

4	RFP clarifications contact details	1. <u>Mr. Dhruv Dhimar</u> E-mail: <a href="mailto:ddhimar@ccilindia.co.in">ddhimar@ccilindia.co.in</a> Phone: +91-22-61546675 2. <u>Mr. Nayankumar Ambaliya</u> E-mail: <a href="mailto:nambaliya@ccilindia.co.in">nambaliya@ccilindia.co.in</a> Phone: +91-22-61546234 3. <u>Mr. Dinesh Phogat</u> E-mail: <a href="mailto:dphogat@ccilindia.co.in">dphogat@ccilindia.co.in</a> Phone: +91-22-61546445
5	Last date and time of receiving Service Provider s’ Pre-Bid clarifications by email	<u>20/06/2026 up to 18.00 Hrs</u>
6	Last date of Proposal submission	<u>20/06/2026 up to 17.00 Hrs</u>
7	Address for RFP Response	<u>Mr. Dinesh Phogat</u> The Clearing Corporation of India Ltd. CCIL Bhavan, S. K. Bole Road, Dadar (West), Mumbai - 400 028

*Table 1 RFP Schedule*

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

**5. Due Diligence/Instructions to Bidder**

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

The Bidder is requested to carefully examine the RFP document and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions,

inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications as per the schedule for pre-bid queries.

The Bidder's bid is subject to an evaluation process. Therefore, it is important that the bidders carefully prepare the bid. The quality of the bidder's bid will be viewed as an indicator of the Bidder's capability to provide the solution and bidder's interest in the project.

#### Ownership of RFP

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### **6. Prequalification/Eligibility Criteria**

- 6.1.** The Service Provider must be an Indian firm/LLPs/ organization/company registered under Companies Act and should have been in existence for minimum of Three years as on the date of RFP.
- 6.2.** Neither the OEM nor the Service Provider should have been currently blacklisted by any financial institution/ regulator in India or abroad. (Declaration on Letter should be provided)
- 6.3.** The Service Provider must possess the requisite experience and requirements as described in this RFP.
- 6.4.** Joint bids/ consortium arrangements are not permitted.
- 6.5.** The date of incorporation of the bidder should be older than three years (less than 1st April 2023. (Certificate of registration /incorporation should be provided)

## **7. SCOPE OF WORK**

CCIL intends to renew the subscription of Tenable Nessus tool which has the features including but not limited to the following.

- **Scope for renew the subscription of Tenable Nessus tool:**

4.1 Supply, subscription, and support of the Tenable.sc platform.

4.2 Access to vulnerability plugins, updates, and security intelligence feeds.

4.3 Compatibility with the organization's existing Tenable deployment and architecture and Integration Requirements.

4.4 Continuous Vulnerability Management Capabilities and Regulatory and Compliance Coverage assessment capabilities (Including Dashboards and Reporting)

4.5 Training and Knowledge Transfer.

4.6 Implementation and Migration Services.

4.7 Licensing:

A) Tenure: 3 years

B) Products:

- 1qty Tenable Sc. Console

- 1qyt Tenable Nessus scanner (Managed Scanner)

- 1qty Nessus Manager

B) Units: 1400

C) Rate Contract for Additional licenses (increase in pack of 50 units per instance for next three years)

4.8 Asset Coverage:

IT infrastructure of the organization and its subsidiaries, its Data Center and IT assets deployed in third party data center environments and other IT assets of the organization.

4.9 Pricing for additional licenses during the subscription term.

## **8 EXPECTED DELIVERABLES/ Outcomes:**

Provide the Tenable Security center/Nessus that would Scan the CCIL's IT infrastructure of the organization and its subsidiaries, its Data Center and IT assets deployed in the organization and its third-party data center environments and identify the potential vulnerabilities and provide ways to reduce the risk.

The service provider needs to provide free trainings/ conduct an online workshop to CCIL technical staff.

## **9 Terms & Conditions**

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

### **3. Price**

CCIL shall pay charges for renewal of Tenable Nessus as per the agreed rate card specified under Annexure V. The price shall be identified based on the rates. No other charges will be payable by CCIL. Any taxes which are required to be deducted at source shall be deducted by CCIL at applicable rates. The rate card price may be given exclusive of taxes and can be submitted with covering letter as per Annexure V in a separate envelop (if sending a soft copy, the same maybe submitted with password protection)

### **4. Terms of payment**

CCIL will make payment in accordance with the price agreed for 1400 units and as per rate card for additional licenses with Contractor. The payment would be based on the subscription given by the empaneled contractor as per the agreed annual rate card price submitted and on pro-rata basis.

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

- Invoice should be serially numbered, duly stamped and signed
- Invoice should contain CCIL's PO (Purchase Order)/EL (Engagement letter) reference number.
- Invoice should contain the Name, Address, CIN, PAN Number, GST ID and all relevant statutory information.
- Invoice should also contain the Name, Address and GST ID of The Clearing Corporation of India Ltd, (GST ID: 27AABCT4143P1ZZ).
- If the company is Micro, Small and Medium Enterprises (MSME) compliant, it should be informed to CCIL accordingly during invoicing itself.
- Invoice should contain description of the service, and applicable taxes payable on the same.
- The amount in figures should match the amount in words with the number of transactions.

## **5. Terms of delivery**

The Contractor shall endeavour to deliver the services within two weeks from the date of acceptance of Purchase Order /Engagement letter (PO/EL) at the following addresses:

The Clearing Corporation of India Ltd.

CCIL Bhavan,

S. K. Bole Road,

Dadar (West),

Mumbai - 400 028

## **6. Representations And Warranties**

The Contractor shall warrant that the software/service supplied under this Purchase Order/Engagement letter is in compliance with the business/RFP requirement specifications agreed upon and does not have any deviation to the RFP, for the services period of 36 months from the date of issue of Purchase Order. The Contractor warrants that to the best of the Contractor's knowledge the Software product used under this service does not contain any viruses, worms or Trojan horses.

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.

## **7. Environment, Social and Governance principles**

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

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

(Collectively referred as “ESG Laws”).

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

## **8. 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 as part of service delivery/support. The contractor shall ensure that all its personnel are made aware of and necessary undertaking is obtained to strictly comply with CCIL’s Information System (IS) Security policies/

procedures in force. In the event of any lapse/ violation in the above and any breach of IS Security by the personnel from the Contractor, CCIL shall have right to take appropriate action including but not limited to termination of Agreement/contract, termination of induction of concerned personnel and claim the direct, indirect/ consequential damages, arising out of breach of the IS Security policies of CCIL, from the contractor. Further, the Contractor shall ensure that the hardware/software/network/application etc. provided as part of the Contract is free from embedded malicious code and malwares.

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

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

## **9. Indemnity**

- a.** The Contractor will indemnify and keep indemnified and otherwise hold harmless, CCIL, its affiliates, directors, shareholders, officers, employees, authorised representatives, etc. from and against all direct losses, damages, claims, demands, costs and expenses (including legal fees and attorney charges) which CCIL may suffer or incur, as well as all actions, suits and proceedings which CCIL may face and all costs, charges and expenses relating thereto, arising out of:
  - i.** any misrepresentation or inaccuracy of the representations and warranties of the Contractor or any of the representations and warranties as provided by the Contractor being untrue, misleading or incorrect.
  - ii.** any breach, non-fulfilment or failure to perform (whether in whole or part) any obligation or covenant required to be performed by the Contractor pursuant to this Agreement.

- iii. any negligence (including delay or deficiency to perform its obligations as per this Agreement), fraudulent act or concealment on the part of the Contractor, as determined by a court of competent jurisdiction.
  - iv. any loss, damage or liability suffered due to misappropriation, leakage, security breach, or misuse of the Confidential Information, Intellectual Property, User Data, or the Services or of the documents or any other instruments which are in possession of the Contractor or its personnel or any sub-contractor engaged by the Contractor.
  - v. infringement, misuse, or misappropriation of any Intellectual Property by the Contractor.
  - vi. any claim, suit, action or proceeding related to the Services provided hereunder.
  - vii. violation of any Applicable Law.
- b.** The Contractor shall indemnify, defend and hold harmless, CCIL and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind of nature brought by any third party against CCIL, including but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- (a) allegations or claims that the possession of or use by CCIL of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to CCIL under this PO/EL, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications, therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or
  - (b) any acts or omissions of the Contractor, or any one directly or indirectly employed by it in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation;
  - (c) for failure to comply with the requirements of the section hereof titled Governing law and Jurisdiction.

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

#### **10. 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.

## **11. Term**

The term of this PO/EL shall commence on June 29,2026(Effective Date) and shall be valid for a period of 15 Days from the Effective Date unless terminated by either Party as set forth in this Agreement.

## **12. Termination**

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

This PO/EL may be terminated upon the following:

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

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

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

In case the Contractor is not able to complete the assignment/implementation & deliver the licenses/ solution/service as per terms of delivery as stipulated/agreed, the Contractor shall pay, at CCIL's discretion, liquidated damages at the rate of 0.5% of the assignment order value (assessment charges as per rate card) per day. The levy of liquidated damages shall not relieve the Contractor from their obligation to deliver software license/service under this order. 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.

### **14. Severability**

If any provision of this PO/EL 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.

### **15. Quality Assurance and Commitments**

The service provided as part of this PO/EL 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/ licenses/service at NO cost to CCIL or demand replacement which needs to be supplied within 1 week of reporting of failure.

#### **16. Limitation of Liability**

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

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

#### **17. Remedies**

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

#### **18. Waiver of remedies**

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

## **19. Force Majeure**

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

## **20. Assignment**

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

#### **21. Contractor to inform itself**

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

#### **22. Variations**

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

#### **23. Entire PO/EL**

CCIL, if necessary, may submit document as required by the Contractor for their internal use. However, in the event of any conflict between the two, CCIL's Purchase Order (PO) /Engagement letter(EL) Terms and Conditions shall prevail over the document submitted. The PO/EL supersedes all prior purchase order/Engagement letter, arrangements and understandings between the Parties and constitutes the entire purchase order/ engagement letter between the Parties relating to the subject matter hereof. No addition to or modification of any provision of the

PO/EL shall be binding upon the Parties unless made by a written instrument (signed) or by exchange of letter/email by the duly authorised representative of each of the Parties. The Annexures enclosed form part of the PO/EL and to the extent that they do not conflict with the terms and conditions set out herein.

#### **24. No Agency**

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

#### **25. Governing law and Jurisdiction**

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

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

#### **26. Disputes**

CCIL and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this PO/EL. Failing such settlement, the same shall be referred to a panel of 3 Arbitrators, one to be appointed by the CCIL and the other by Contractor and the third by both the arbitrators. The arbitrator so appointed shall be

the Presiding Officer. The procedure shall be in accordance of the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), or any re-enactment for the time being in force. The findings of the Arbitrator shall be final and binding on both the Parties. The venue and seat of Arbitration shall be Mumbai, India and only courts at Mumbai shall have exclusive jurisdiction in all such matters. The Arbitration proceedings shall be conducted in the English language.

## **27. Injunctive Relief**

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

## **28. Notices**

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

For The Clearing Corporation of India Ltd.

CCIL Bhavan,

S. K. Bole Road,

Dadar (West),

Mumbai - 400 028

Attn:

E-mail address:

For Contractor: (To be provided by the Contractor)

\_\_\_\_\_

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

Attn:

E-mail address:

**29. Matters for Consultation**

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

**30. Headings**

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

**31. Publicity**

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

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

**32. Independent Contractor**

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

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

### **33. Background Verification**

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

### **34. Related Party Transaction**

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

### **35. Anti-Bribery Clause:**

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

### **36. Anti-Corruption Clause**

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

### **37. No Third-Party Beneficiary**

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

### **38. Mandatory disclosure of Cyber incidents/ IS incidents:**

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

### **39. Obligation to Disclose**

If the receiving Party is required to disclose the Confidential Information of the disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the receiving Party, where legally permissible, will give prior written notice of such requirement to the disclosing Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving Party will reasonably cooperate in such efforts.

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

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

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

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

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

The Contractor represents and warrants to CCIL that there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against the Contractor which, if adversely determined against the Contractor, would have

a material adverse effect on the Contractor's ability to perform the obligations under this Agreement.

#### **43. Counterparts**

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

## Annexure I

### **Non-Disclosure Agreement - Company**

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

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

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

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

Any information (whether oral, written or otherwise) which we have received or we may from time to time receive from The Clearing Corporation of India Ltd.(CCIL)/Clearcorp Dealing Systems (India) Limited (Clearcorp) (a wholly owned subsidiary of CCIL), 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 and accept the above.

For and on behalf of

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

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

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

**Annexure II**  
**Declaration Clean Track**

(On Company Letterhead)

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

Dear Sir,

Ref: RFP No CCIL/IT/RFP/DD/26/052 Dated 11-06-26

- 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 \_\_\_\_\_

Director

(Company seal)

## **Annexure III**

### **Financial bid Cover letter**

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

Dear Sir,

Ref: RFP No CCIL/IT/RFP/DD/26/052 Dated 11-06-26

- With reference to the above RFP, having examined and understood the instructions, Terms and conditions, we hereby enclose our Commercial offer for Tenable Nessus subscription renewal as detailed in your above referred RFP.
- We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP.
- We further confirm that the information furnished in the proposal, annexure, formats, is correct.
- CCIL may make its own inquiries for verification and we understand that the CCIL has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.
- We also confirm that the prices offered shall remain fixed for a period of thirty (30) days from the date of submission of the offer
- We also understand that the CCIL is not bound to accept the offer either in part or in full. If the CCIL rejects the offer in full or in part the CCIL may do so without assigning any reasons there for.

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

**Annexure-IV**

**Financial bid- price unit rate of individual items of RFP scope**

<b>Item Unit</b>	<b>Per Unit Price/year</b>	<b>No of years</b>	<b>Total Price (Exclusive of taxes)</b>
Renewal of Existing Tenable Nessus setup 1400 Units		3	

**Annexure-V**

**Financial Bid - Prices of individual items of RFP scope**

<b>Item Unit</b>	<b>Per Unit Price/Year (Exclusive of taxes)</b>
Additional lot of 50 units of Tenable Nessus per year during 3 years	

Payment on pro-rata basis based on number of additional licenses procured during the years.