



The Clearing Corporation of India Ltd.

Request for Proposal (RFP) for Adobe Software License Subscription

RFP No: CCIL/IT/RFP/VM/24/187

Dated: September 5, 2024

Office Address: CCIL Bhavan, The Clearing Corporation of India Limited, IT Department,

S K Bole Road, Dadar (W), Mumbai – 400028

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

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1. Requirement:

The Clearing Corporation of India Limited (CCIL) invites commercially competitive and technically complete proposal from reputed vendors for Adobe Software License Subscription (herein after referred to as good/services/license) as detailed below:

1.1 Requirement Details.

Sr.	License Description	Subscription Period	Customer VIP Number	Qty.
1	Adobe Acrobat Pro DC	September 25, 2024 to September 24, 2025	57C0432085B00C8B30EA	45
2	Adobe Creative Cloud			4

Note: Negotiation will be conducted via e-Auction with Reverse Auction (RA) option

1.2 Due Diligence

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 bidders risk and may result in rejection of the bid.

The important dates related to the RFP & proposal submission is given below.

1.3 RFP & Proposal submission details

Sr.	Description	Date	Time
1	Release of RFP	05.09.2024	13:00 hrs
2	Last date for RFP clarifications/queries required to be sent on email at dmore@ccilindia.co.in & vmalekar@ccilindia.co.in Tel : 61546241 / 61546242	11.09.2024	13:00 hrs
3	Last date Proposal submission	12.09.2023	13:00 hrs
4	E-Auction	Date and time will be communicated to qualified vendors	

- **Contact detail** of the vendor personnel (single point of contact) needs to be submitted for coordination relating to any queries / clarification.
- Proposals received after the due date and time specified will not be accepted.

1.4 Amendment to the RFP Document

a) CCIL reserves the right to make amendments to RFP document.

b) At any time, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, CCIL may modify this RFP document. Bidders may be suitably informed to resubmit their offer.

c) All prospective bidders shall be notified of the amendment in writing/Email, and all such amendments shall be binding on them.

d) If required in order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, CCIL reserves the rights to extend the deadline for the submission of bids. However, no request from the bidder, shall be binding on CCIL for the same.

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

Sr.	Submission Mode	Type	Annexure No.	Details	Reference Page No.
1	Email	Prequalification	-	Proposal Letter	10
2			I	Empanelment of Vendors Form	11
3			-	<u>Prequalification Eligibility Criteria</u> <ul style="list-style-type: none">• Incorporation / Registration Certificate• Previous 2 years audited P&L Statement & Balance sheet	4
4			-	Deviation (if any)	3
5	Courier	Commercial	II	Commercial Reply	12

- **Contact detail** of the vendor personnel (single point of contact) needs to be submitted for coordination relating to any queries / clarification.
- Maximum email size which can be received by CCIL is of 10 MB. In case email size is more, vendor is required to send multiple emails.

1.6 Address for Proposal Submission & Correspondence:

Vaibhav Malekar (Deputy Manager I – IT)

The Clearing Corporation of India Ltd,

CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028, Landmark – Near Portuguese Church

1.7 E-Auction

Negotiation for the said purchase of will be conducted via e-Auction with Reverse Auction (RA) option. The eAuction (RA) is a competitive bidding conducted on online through a web-portal. During the process, the base prices will be set by CCIL and the vendor need to bid the price in real time through the web-portal. The price bided by the vendor during e-Auction process shall be exclusive of taxes. Further details regarding eAuction (RA) and web-portal will be notified to vendors separately.

1.8 Visiting Card

Visiting card of the vendor personnel (single point of contact) needs to be stapled on the envelope with complete contact details for coordination relating to any queries / clarification in regards to the procurement sought by CCIL.

1.9 Deviation from RFP terms and Conditions

Sr.	Section	Clause No	Page No	Deviation and Variation	Remark

Note: If any deviations from technical specifications are warranted, reasons for such variation should be specified. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above.

2. Prequalification Eligibility Criteria for vendors

The vendors must possess the requisite experience and capabilities in terms of technology understanding / knowledge and related support services necessary to meet the requirements, as described in the RFP. The vendor should have a proven track record in IT goods/services/licenses support. The proposal must be complete in all respects as stipulated in the RFP document. The invitation is open to all vendors who qualify the eligibility criteria as given below.

Prequalification Eligibility Criteria

Sr.	Description	Supporting Credentials
1.	The vendor should be a firm or company in the same line of business duly registered with relevant authorities and in the same line of business for at least Three years as on 31 st March 2024	Supporting documents for registration / year of incorporation should be enclosed
2.	The Vendor should be a profit making company having annual turnover not less than Rupees 5 crore consistently during the past two years.	Relevant part of Audited Annual Report showing turnover and profitability.
3.	The Vendor should submit the empanelment of vendors form given in Annexure I	All relevant supporting.

2.1 Proposal Evaluation

- Pursuant to the pre-qualification criteria commercial proposals will be considered only for the Vendors who succeed the prequalification criteria.
- CCIL reserves the right to modify/ amend evaluation criteria, re-issue/ re-commence/ cancel the Bid/ RFP process at any time during the RFP process, without assigning any reason for such action.
- Any decision in this regard by CCIL shall be final, conclusive and binding on the Bidders.
- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP Document.
- Any Bid, which is incomplete or stipulates conditions contrary to the terms and conditions given in the RFP Document, is liable for rejection. Any decision of CCIL in this regard shall be final, conclusive and binding on the Bidder.
- CCIL reserves the right to accept or reject any or all the Bids without assigning any reason whatsoever and without any liability whatsoever and/or any obligation including intimation to the Bidder(s).
- Any decision of CCIL in this regard shall be final, conclusive and binding on every Bidder and shall not be questioned/ challenged by the Bidder.

2.2 Right to Negotiate

CCIL reserves right to negotiate prices submitted with bidders who qualify prequalification criteria & eligibility criteria.

3 General Terms & Conditions

3.1 Delivery

The terms of Delivery, Subscription & License Name will be as mentioned below

Sr.	Terms	Details
1	Delivery	The contracted vendor shall ensure delivery of the goods/services/license on or before September 25, 2024

3.2 Location for delivery

The goods/services/license needs to be delivered and registered in the name of CCIL either of the below method:

- 1) Delivered at the following location
The Clearing Corporation of India Ltd.
CCIL Bhavan, College lane, S K Bole Road, Dadar (W), Mumbai –28
- 2) Delivered at the email address mentioned below.
Vaibhav Malekar (vmalekar@ccilindia.co.in) / Dinar More (dmore@ccilindia.co.in)

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

3.3 Proposal Rejection

- CCIL reserves the right to reject the Proposals received after the due date.
- CCIL shall not be responsible for non-receipt of proposals by the specified date and time for any reason, including holidays or delays.
- CCIL reserve the rights to reject the incomplete proposal.
- CCIL reserve the right to reject any proposal without assigning any reason thereof. CCIL decision in this respect will be final.
- CCIL reserve the right to change / modify the requirement at any given point of time.
- Amendment /clarification to the RFP document, if any, will be posted on the website latest two working days before proposal submission. No individual clarifications will be sent to the vendors. It is responsibility of vendor to check the website before final submission of proposals.
- In the event of the specified date for the submission of proposals being declared a holiday for CCIL , the proposals will be received up to the appointed time on the next working day.
- CCIL may, at its discretion, extend the timeline for submission of proposals by amending the RFP Document, in which case, all rights and obligations of CCIL and Vendors previously subject to the timeline will thereafter be subject to the timeline as extended.
- CCIL reserve the right to modify the quantity of goods/services/licenses at its discretion.

3.4 Liquidated damages:

In case Vendor is not able to deliver goods/ services /licenses as per terms of delivery, Vendor shall pay, at CCIL discretion, liquidated damages at the rate of 0.1% of the delayed goods/services/licenses order value per day. However, this amount shall not exceed 7.5% of the order value of delayed goods/ services /licenses. The levy of liquidated damages shall not relieve Vendor from Vendor's obligation to supply goods/services/licenses under this Purchase Order. In case the delay exceeds **4 weeks**, CCIL reserves the right to cancel the order unconditionally. Any taxes applicable on the Liquidity Damages amount in case of delay will be deducted by CCIL at prevailing rates.

3.5 Payment Terms:

100% payment will be made within 45 days from the date of acceptance (post successful delivery & installation) of goods/ services /licenses. The date of acceptance shall be based on the date of actual delivery of goods and service determined by the challan/invoice raised for such goods/ services /licenses and accepted by the Company. In cases where the installation of goods is required for use by the Company,

the date of actual delivery of goods/ services /licenses shall be the date on which the installation is completed, if it is later than the date of the challan/invoice. In case of any deficiency in the goods/ services /licenses received by the Company, the payment will be made within 45 days from the date of rectification of the deficiency.

3.6 Payment to MSME:

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

3.7 Cost Details:

The quoted Rate / Cost should be inclusive of all levies like Transportation, Customs, Excise, traveling charges etc. if any. GST shall be indicated separately. The prices must be submitted in the format prescribed in the RFP.

3.8 Prices and Validity of the Proposal:

Vendors are expected to offer their best price. Proposals shall remain valid for 45 **days** from the last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. CCIL reserve the right to request the Vendor to extend the validity of the proposal through official correspondences.

Extension of Period of Validity

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

3.9 Admission and working at the site

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

3.10 Legal Binding:

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

3.11 Contract Award

CCIL will award the contract to the successful vendor where the proposal has been determined to be the best valued services. CCIL is entitled to vary the details of its requirement and the vendor shall implement such variations without undue delay, and or penalties, even if the effect of the variations on cost and delivery schedule have not been agreed. Such variations may include increase or reduction of the goods/services/licenses provided that such variations are within what CCIL and the vendor should reasonably expect when entering into the contract. CCIL reserves the right to accept the whole proposal or such parts thereof as CCIL may in its absolute discretion to decide. CCIL decisions in this respect will be final. CCIL reserves the right to award the contract to the vendor as it deems fit.

3.12 Confidentiality:

Vendor undertakes to the other that it shall keep and undertake to ensure that its officers, employees and agents shall keep secret and confidential, any confidential information pertaining to CCIL and not to make use thereof other than for the performance of this contract, 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. The Vendor also acknowledges that all material and information which has or will come into its possession or

knowledge in connection with this contract or the performance hereof, consists of confidential and proprietary information, whose disclosure to or use by third parties will be damaging or cause loss to CCIL. The Vendor agree to hold such material and information in strict confidence not make use thereof other than for the performance of this contract, to release it only to employees, consultants requiring such information, and not to release to any other party.

3.13 Quality Assurance and Commitments:

Goods/ services /licenses provided shall be of the highest grade and quality including quality of components such as peripherals, cables, connectors etc. and workmanship. The vendor will make sure that the supplied goods/ services /licenses has gone through rigorous testing at vendor's end and the solution offered to CCIL. In case CCIL experiences failure of any of the hardware components or software incompatibility during the implementation, CCIL reserves right to return the delivered goods/services/licenses at NO cost to CCIL or demand replacement which needs to be supplied within 1 week of reporting of failure.

3.14 Notices:

Any declaration or any other notice given by one party to the other shall be sent by registered letter, to the address specified for this purpose in the contract; such declaration or notice shall be legally effective. CCIL decision in respect of all or any of the above matter shall be final and binding on the vendors.

3.15 Insurance of Equipment's delivered

The goods/service/license delivered are required to be insured wherever applicable by the vendor upto the date of installation at CCIL office location.

3.16 Indemnification:

The contractor shall indemnify, defend and hold and save 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 the terms of the Contract, 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 of any subcontractor or any one directly or indirectly employed by them 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 requirements of the section hereof entitled Compliance with law.

3.17 Arbitration:

If any dispute or difference shall arise between the parties to this Contract as to the meaning or application of this Contract, the rights or liabilities of the parties to this Contract or otherwise in relation to the Contract, then (without prejudice to any other express or implied rights or powers) the dispute or difference ("the Dispute") in this clause shall be determined as follows:

A Party claiming that a Dispute has arisen under this Contract must give the other Party written notice of the particulars of the Dispute. In the event of a dispute, difference or claim between the parties hereto, arising out of this Contract or in any way relating hereto, or any term, condition or provision herein

mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such difference, dispute, claim or question by mutual discussion, failing which the same shall be referred to arbitration in accordance with the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Each Party may nominate an arbitrator and the two appointed arbitrators shall nominate a third arbitrator. The panel of three arbitrators shall conduct the arbitration proceedings. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Mumbai. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

3.18 Applicable Law:

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

3.19 Insolvency:

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

3.20 Compliance with rules and regulations:

The Vendor shall at all times during the currency of contract conform to and comply with all the regulations and by the laws of the State or Central Government or of CCIL and of all other local authorities.

3.21 Anti-Bribery:

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

3.22 Termination of Contract:

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

3.23 Force Majeure:

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meets its responsibilities under the Contract.

3.24 Commercial Proposal:

The Commercial Proposal, besides the other requirements of the RFP, shall comprise of the following:
The vendor shall indicate in the template prescribed, the unit rates and total Proposal Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Document. In absence of said information, a proposal may be considered incomplete and be summarily rejected.
The Invoicing should be made in accordance with applicable tax norms. The prices should be excluding

taxes and other charges as may be applicable in relation to the activities proposed to be carried out. Prices quoted in the proposal must be firm and final and shall not be subject to any upward revisions. CCIL reserves the right to negotiate the prices quoted in the proposal to effect downward modification. The Proposal Prices shall be indicated in Indian Rupees (INR) only. Prices in any form or by any reason should not be revealed before opening the Commercial Proposal, failing which the offer shall be liable to be rejected.

3.25 Completeness

Vendor shall submit the quotes for all the items mentioned.

3.26 Liability of CCIL:

CCIL will not be liable to pay expenses or losses which may be incurred by any Vendor direct or indirect in preparing and or submitting this RFP. No responsibility will be attached to any officer of CCIL for premature opening or the failure to open a RFP not properly addressed and identified.

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

3.27 Unfair means

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

3.28 Governing Law and Jurisdiction

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of India. The Courts at Mumbai shall have exclusive jurisdiction in any proceedings arising out of this Agreement.

3.29 Background Verification

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

3.30 Right to Audit

Notwithstanding anything contained hereinabove, vendor shall on notice of 03 business days facilitate the CUSTOMER and/or RBI to audit the services being provided by vendor, 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.

3.31 Information Security

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

Proposal Letter

To,

Mr. Vaibhav Malekar,
DM I – IT Department
The Clearing Corporation of India Ltd
CCIL Bhavan, S K Bole Road,
Dadar (W), Mumbai – 400028

Sub: “Request for Proposal: Adobe Software License Subscription”

Sir,

We, the undersigned, having read and examined in detail all the RFP documents in respect of the subject work, do hereby propose to provide supply and deliver goods/ services /licenses including installation and Commissioning of goods/services/licenses in conformity with the RFP.

We undertake, if our proposal is accepted, to deliver the goods/ services /licenses in accordance with the delivery schedule specified in the proposal.

We agree for the offer validity period of **45** days from the last date of submission of RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents.

We hereby agree that if any statutory tax is altercated under the law, we shall pay the same.

In case you require any other further information/ documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP documents. These prices are indicated in respective columns of Format of Commercial Proposals along with our response to RFP. We further confirm that the prices stated in our proposal are in accordance with ‘General terms and conditions’ included in RFP document.

We understand that your RFP is binding on us and that you are not bound to accept a RFP response / proposal you receive.

Thanking you,

Yours faithfully,

(Signature of the Vendor)

Printed Name

Designation

Seal

Annexure-I - Empanelment of Vendors

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

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

Annexure II – Commercial Reply Format

Renewal of Adobe License Subscription

Sr.	License detail	Qty.	Unit Price (Rs.)	Total Price (Rs.)
1	Adobe Acrobat Pro DC	45		
2	Adobe Creative Cloud	4		
Sub-Total				
Tax (Please specify % and amount)				
All-inclusive Price				

Note : 1) Subscription Period 25-09-2024 to 24-09-2025)
2) VIP # 57C0432085B00C8B30EA

*******End*******