



REQUEST FOR PROPOSAL (RFP) FOR
RENEWAL & PROCUREMENT OF
REDHAT ENTERPRISE LINUX (RHEL) LICENSES
FOR 3 YEARS

RFP No: BCML/ IT/ 2026-27/002

Dated: 06-05-2026

BOB Capital Markets Limited
Parinee Crescenzo, 1704, B Wing, G Block,
Bandra Kurla Complex, Bandra East,
Mumbai 400051

Email: rfp@bobcaps.in

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1. INTRODUCTION

1.1 About the Company

BOB Capital Markets Ltd. (BOBCAPS) is a wholly owned subsidiary of Bank of Baroda. BOBCAPS provide full *suite of investment banking and broking services to our clients, offering innovative ideas and seamless execution. We are focused on delivering tailor-made financial solutions that are suitable to our clients' needs.*

Our primary businesses include:

Investment Banking - Equity: M&A Advisory, Equity Capital raising through both Public and Private Markets

Investment Banking - Debt: Debt Syndication, Stressed Asset Resolution, Debt Capital Markets

Institutional Equities: Institutional Sales, Trading and Research

Retail Broking: Online Trading, Call n Trade, Retail Research

1.2 Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the Closed Request for Proposal (RFP) for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for -3- Years. Neither the Company nor any of its employees, contractors, or advisers give any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

1.3 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling BOB Capital Markets Limited("BOBCAPS") to select a bidder for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for -3- Years. BOBCAPS invites proposals from authorized partners of Red Hat, who are interested in participating in this RFP and able to fulfill the eligibility criteria mentioned under this RFP document and in a position to comply with the technical requirements mentioned under this RFP document. Apart from the above, the Bidder must also agree to all our terms & conditions mentioned under this RFP.

BOBCAPS reserve the right to modify/ change the scope of work at any phase of this contract. The RFP document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between BOBCAPS and any successful Bidder as identified by BOBCAPS, after completion of the selection process.

1.4 Project Scope

BOBCAPS has requirement of Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for - 3- Years for Red Hat Linux (RHEL) Operating System at BOBCAPS's Mumbai & Hyderabad Offices for -03- years.

In this regard BOBCAPS desire to procure Red Hat Support. BOBCAPS will award the contract to the successful vendor, and the vendor should provide Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for -3-Years as per the following scope:

- The RedHat Enterprise Linux (RHEL) Licenses Support Add-On needs to be delivered to an existing account with Red Hat (OEM). The account details will be shared with the Purchase Order.
- Red Hat (OEM) to provide Email & Web based Support (24x7 for Premium and Standard Business Hours for Standard) for -03- year.
- Red Hat (OEM) to provide Patches / Updates / Upgrades delivers certain critical-impact security fixes, selected urgent priority bug fixes, and troubleshooting for the last minor release of a given version of Red Hat Enterprise Linux during the contract period.

1.5 Confidentiality

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated with or affiliated in any way with Company or any of its customers or suppliers without the prior written consent of Company.

1.6 RFP disclaimer

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to select a Service Provider for the Closed Request for Proposal (RFP) for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for 3 Years as per specifications, terms and conditions and scope defined in this RFP (herein after referred as Closed Request for Proposal (RFP) for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for 3 Years). The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

1.7 Important Details (Schedule of Events, contact & communication details etc.)

BOBCAPS invites sealed bids for “**Request for Proposal (RFP) for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for - 3 - Years.**” (as per specifications mentioned under Annexure - A) at its BKC, Mumbai locations.

- i. The RFP document can be downloaded from the BOBCAPS website.

<https://www.bobcaps.in/tenders.asp>

- ii. All the Bids must be submitted through Offline in Physical format. The last date for submission of bids is May 14, 2026 up to 3:00 PM. The documents (Hard Copies) must be submitted Offline only. Bids received after 3:00 PM, May 14, 2026 will not be accepted or considered under any circumstances.

Sr No	Activity	Detail
1	RFP Number	BCML/ IT/ 2026-27/002
2	Bid Document availability including changes/amendments if any to be issued	RFP may be downloaded from Company's website as below https://www.bobcaps.in/tenders
3	Company's Address for Communication and submission of Tender	Bids Submission will be off-line (Physical / Hard Copies). IT Department, BOB Capital Markets Limited, Parinee Crescenzo, 1704, B Wing, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051.
3	Release of RFP	May 6, 2026
4	Pre-Bid queries	Bidder to submit their queries, if any on rfp@bobcaps.in by May 08, 2026, 05:00 PM
5	Technical & Financial Bid submission (Off-Line)	May 14, 2026- 03:00 PM
6	Technical Bid Opening	Since submission of bids is Offline, Technical & Eligibility documents will be opened by BOBCAPS on May 14, 2026- 03:30 PM
7	Opening of Financial Bids	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
8	Method of Selection	The method of selection is on the basis of Lowest Commercials
9	Bid Security (EMD Refundable)	INR 1,00,000/-
10	Contact Details	Mr. Vivek Jadhav (AVP – IT) Board: +91 22 61389300, Direct: +91 22 61389355 Mobile: +91 9769954559 Email- rfp@bobcaps.in CC: vivek.jadhav@bobcaps.in

- iii. The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.BOBCAPS.in for any changes / addendums to the above dates and/or any other changes to this RFP.
- iv. Commercial bids will be opened in the presence of the bidder's representatives who are found technically qualified by BOBCAPS upon evaluation and choose to attend.

1.8 Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the BOBCAPS, will be borne entirely and exclusively by the Bidder and the Company shall not be liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

1.9 Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a definitive legal agreement.

1.10 Evaluations of Offers

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

1.11 Errors and Omissions

Each Recipient shall promptly notify the Company in writing of any errors, omissions, or discrepancies discovered in this document. Such notification shall be delivered to the Company at the address specified in the proposal-related details. The Company reserves the right to make corrections or adjustments as it deems necessary upon receipt of such notice.

1.12 Acceptance of Terms

The purpose of this Request for Proposal (“RFP”) is to provide relevant information to potential Bidders who meet the qualification criteria and intend to submit a response to this RFP. While the Company has exercised due care and diligence in preparing this RFP to include all necessary information, it acknowledges that potential Bidders may require additional details or clarifications. In such instances, potential Bidders may seek further information or clarification from the Company.

The Company reserves the right, at its sole discretion, to provide or withhold such additional information or clarification with the prior written consent of the Company, each Bidder may undertake its own study, investigation, and analysis deemed necessary for preparing a response to this RFP, at its own cost and expense, while ensuring adherence to the timelines stipulated herein. No extension of time shall be granted for conducting such study or analysis.

The Company makes no representation or warranty, express or implied, and shall bear no liability whatsoever under any law, statute, regulation, or otherwise, with respect to any claim or consequence arising from a Bidder’s failure to comprehend the requirements of this RFP or to submit a complete and accurate response.

The Company may, at its absolute discretion and without being under any obligation, update, amend, modify, supplement, or withdraw this RFP, or cancel the RFP process entirely, at any time and without assigning any reason or providing prior notice.

Although due care has been taken in the preparation of this document, the Company shall not be responsible for or liable for any errors, omissions, or inaccuracies contained herein. Recipients of this RFP are required to exercise their own judgment, conduct independent investigations and analyses, and verify all information contained in this document, including but not limited to the scope of work, deliverables, and timelines.

2. EARNEST MONEY DEPOSIT (EMD)

The offer for “**Request for Proposal (RFP) for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for -3- Years.**” must be accompanied with a deposit in the form of Bank Guarantee (BG)/Demand Draft (DD) for amount of **Rs. 1,00,000/-** (Rupees One Lakh only) payable at Mumbai in favor of “**BOB Capital Market Limited**” issued by any Scheduled Bank, which would carry no interest. Details of the EMD needs to be submitted as per Annexure – D (Enclosed). Non-submission of EMD along with Technical Bid will disqualify the Bidder and his Commercial Bids will not be entertained.

The EMD and/or the Performance Guarantee to be furnished by the successful Bidder may be forfeited if the Bidder:

i. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the respective RFP.

OR

ii. Fails or refuses to receive the Purchase Order within two working days from the date of issuance of the Purchase Order.

OR

iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.

OR

v. Fails or refuses to execute the Contract within 10 days of issue date of PO.

OR

vi. Fails or refuses to execute the work as per the Contract.

OR

vii. The Hardware supplied is not accepted by BOBCAPS Official/s and due to non-compliance of any terms & conditions of RFP.

OR

viii. Fails to commence the delivery installation and commissioning within 10 days of issue date of PO.

NOTE:

1. SSI Units registered with NSIC and MSME can avail the following benefit on submission of relevant certificate:
Exemption from payment of EMD (Earnest Money Deposit).
2. The EMD amount submitted by the Bidder will be returned, without any interest, to the unsuccessful Bidders after issuance of Purchase Order to the successful bidder.
3. Unsuccessful Bidder’s Bid security will be returned after completion of tender process.

3. BIDDING PROCEDURE:

3.1. Bids are invited in a Two Bids System i.e. (1) **Technical** and (2) **Financial**.

Technical and Financial bids should be sealed separately and enclosed in a sealed envelope clearly indicating separately, addressed to IT Department, BOBCAPS.

- i. **"Technical Bid for RFP for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for 3 Years"**
- ii. **"Financial Bid for RFP for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for 3 Years"**

3.2. Offline Documents to be submitted in Hardcopy –

- i EMD in the form of BG/DD should be enclosed only in the envelope for Technical Bid. If the EMD is not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Technical Bid.
- ii The original copy of the letter of authorization shall be indicated by written power-of-attorney.

- 3.3. Sealed quotations shall be received not later than May 14, 2026 - 3.00 P.M. No bids will be accepted after this date & time under any circumstances. BOBCAPS will not be responsible for any postal/courier delay and for reasons beyond the control of BOBCAPS.
- 3.4. Technical bids must contain the EMD for specified amount, along with complete technical details as desired by this tender. Technical bids of all the bidders will be opened on prescheduled date, time & venue. Technical bids without EMD will be summarily rejected. The financial bid will be opened after evaluation of the technical bid. Financial bid for only those meeting the requirement of BOBCAPS will be opened and no representation in this regard will be entertained. The date and time of opening of the financial bid will be communicated later.

4. MINIMUM ELIGIBILITY REQUIREMENT:

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

- 4.1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India for last 2 years from the date of RFP. (***Certificate of incorporation/Registration is to be submitted***).
- 4.2. The Bidder should be capable of delivering RedHat Enterprise Linux (RHEL) Licenses within **2-3 Weeks** from the date of issue of the Purchase Order. (**A self-certificate must be submitted along with the Bid**).
- 4.3. The Bidder should submit minimum **3 number** of purchase orders towards '**Supply of RedHat Enterprise Linux (RHEL) Licenses**' in India of the last 3 financial years i.e. 2023-24, 2024-25 and 2025-26.
- 4.4. The bidder should have a **minimum turnover of Rs. 50 crore** (Rupees Fifty crore) in each of the last 3 financial years i.e. 2023-24, 2024-25 and 2025-26. This must be the individual company turnover and not that of any group of companies. This must be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
- 4.5. The bidder should have positive operating Profit (as EBITDA i.e., Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2023-24, 2024-25 and 2025-26. Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted.
- 4.6. Bidders should have Sales and support office in India. (**A self-certificate must be submitted along with the Bid**).
- 4.7. The bidder must not be blacklisted by Bank of Baroda or any of its subsidiaries. **A self-certificate must be submitted along with the Bid**.
- 4.8. The Bidder needs to submit Fit and Proper Undertaking as per **Annexure D**.
- 4.9. The bidder should be an authorized partner of Original Equipment Manufacturer (OEM) (attach documentary proof as per sample Manufacturing Authorization Form (MAF) as per Annexure - C).
- 4.10. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. BOBCAP has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 4.11. Technical BID Comprises strictly in below mentioned order in spiral binding / Box File: - Technical bid to be submitted in hard copy should be submitted to BOBCAP on registered address. (BKC Office).

Note: Bidder must comply with the above-mentioned criteria. Non-compliance with any of the criteria may lead to rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. BOBCAPS reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

PROFORMA FOR FINANCIAL BID

The following information must accompany the financial bid (Bidder's Letter Head).

Retail Team (A)							
Sr No.	Licenses Description	SKU	Qty to be renewed / procured	Y1 Cost	Y2 Cost	Y3 Cost	Total for 3 Years
1	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes)	RH00003	6				
2	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes)	RH00004	4				
Total Cost for Retail Team (A)							
Common (A)							
Sr No.	Licenses Description	SKU	Qty to be renewed / procured	Y1 Cost	Y2 Cost	Y3 Cost	Total for 3 Years
1	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes)	RH00003	2				
2	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes)	RH00004	3				
Total Cost for IT Team (B)							
Total Cost of Ownership for 3 Years (A+B)							

* Please note the price should be quoted for each of the items and should be Exclusive of all taxes/charges for BOBCAPS BKC, Mumbai Location.

We abide by following terms and conditions:

- a) For each of the above items provided the bidder is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b) The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- c) All Deliverables to be supplied as per RFP requirements provided in the tender.
- d) If the Service Charges need to include all services and other requirements as mentioned in the RFP.
- e) All prices to be in Indian Rupee (INR) only and the rate quoted above shall remain valid for a period of 90 days from the last date of the RFP document, i.e., 90 days from the date of opening of Financial Bids.
- f) Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

1	Name, address and telephone number of the firm/company	
2	Name of the contact person and contact details (mobile/telephone number etc.)	
3	Name of the Bank and full address	
4	Bank Account Number	
5	PAN & GSTIN (Attach self-certified copy)	
6	Copy of Partnership Deed/ Certificate of registration of company or any other document evidencing registration of the bidder	

7	Number of Years of Experience	
8	List of service centers, nearest location of support Centre.	

I /We hereby certify that the information furnished above is full and correct to the best of my/our knowledge.

(Signature of the authorized Signatory)

Name:

Office Seal.

Date:

Place:

5. BIDDING PROCESS

OPENING OF TECHNICAL BIDS

- 5.1. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- 5.2. BOBCAPS will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and are generally in order. BOBCAPS may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 5.3. If a Bid is not responsive, it will be rejected by BOBCAPS and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

OPENING OF COMMERCIAL BIDS

- 5.4. Only Technically qualified bidders will be invited for Commercial Bid Opening at BOBCAPS BKC Office.
- 5.5. Commercial Bids will be opened in presence of the Procurement Committee of BOBCAPS and Bidders.

AWARD CRITERIA

- 5.6. BOBCAPS will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Company within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 5.7. The successful Bidder shall be required to enter into a contract/ SLA with BOBCAPS, within 30 days of award of the tender or within such extended period as may be decided by BOBCAPS.

6. TERMS AND CONDITIONS

- 6.1. The financial bid should be valid for a period of not less than 90 days from the date of opening of the financial bid.
- 6.2. Financial Bids will be opened in the presence of the bidder's representatives, who choose to attend on the specified date and time. Only one representative shall be allowed to attend.
- 6.3. In the event of dispute, CTO BOBCAPS shall be the sole arbitrator, and his decision shall be final and binding on both parties.

- 6.4. BOBCAPS does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all offers either in full or in part without assigning any reason.
- 6.5. If Bidder /OEM fails to meet the SLA, A penalty up to or equivalent to 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for Support delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds maximum.
- 6.6. The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.
- 6.7. Payment will be released only on satisfactory services as per scope of work as certified by the officer in charge of BOBCAPS and after producing the invoice. The bidders, who do not agree to the above payment terms, are requested not to submit their bid.

7. CONTRACT PERIOD

The contract with selected Bidder will be for a period starting from date of the Purchase Order till -3- years from license subscription date confirmed by BOBCAPS. After completion of contract period, Bank may extend / renew the contract for further period on mutually agreed terms & conditions and AMC / ATS rate.

8. DELIVERY

- 8.1. The RHEL Licenses must be delivered as per Bill of material within a period of **2-3 Weeks** in total from the date of placing of the purchase order by BOBCAPS.
- 8.2. Bidder will have to pay late delivery charges to BOBCAPS at 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, BOBCAPS reserves the right to cancel the purchase order.

9. PAYMENT SCHEDULE:

PAYMENT TERMS

The payment will be released as follows:

- 100% of yearly license subscription cost plus applicable taxes (GST) will be paid at the start of the subscription period. The payment will be on production of original invoice.
- The vendor must accept the payment terms proposed by BOBCAPS. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by BOBCAPS.
- There shall be no escalation in the prices once the prices are fixed and agreed to by BOBCAPS and the vendor.
- BOBCAPS will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 working days from the date of receipt of the invoice. After the dispute is resolved, BOBCAPS shall make payment within 30 working days from the date the dispute stands resolved.

10. ORDER / CONTRACT CANCELLATION

BOBCAPS reserves its right to cancel the order / contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the BOBCAPS alone and it will be considered as a breach of obligations of Bidder:

- Serious discrepancy in the quality of service / facility / security.
- The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise.

11. CONFIDENTIALITY

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to BOBCAP will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the BOBCAP in divulging the information by the employees of the VENDOR, the BOBCAP shall be indemnified. The VENDOR agrees to maintain the confidentiality of the BOBCAP's information after the termination of the agreement also. The VENDOR/BOBCAP will treat as confidential all data and information about the ENDOR/BOBCAP/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party

12. TERMINATION

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the BOBCAP at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the BOBCAP shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by BOBCAP, at no extra cost to the BOBCAP, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of 1% of the contract value on demand to BOBCAP, which may be settled from the payment of invoices for the contracted period.

Dated this _____ day of _____ 2026.

(Signature)

(Name)

(In the capacity of)

13. MANUFACTURER'S AUTHORIZATION FORM (MAF) - ANNEXURE-C

Refence No. _____

Dated: _____

To,

IT Department
BOB Capital Markets Limited
Parinee Crescenzo, 1704, B Wing, G Block,
Bandra Kurla Complex, Bandra East, Mumbai 400051

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable manufactures
of _____ do hereby authorize M/s _____
_____ (Name and address of Authorized Partner)
to offer their quotation, negotiate and conclude the contract with BOBCAPS against the above invitation
for tender offer. We hereby extend our full Support and warranty as per terms and conditions of the tender
and the contract for the equipment and services offered against this invitation for tender offer by the above
firm. In case of M/s _____ is out of service due to any reason, we will
make alternative arrangement for the Support and warranty of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of _____ (OEM)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person from OEM

14. BID SECURITY (EARNEST MONEY DEPOSIT) - ANNEXURE-D

(Bidder needs to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,
IT Department
BOB Capital Markets Limited
Parinee Crescenzo, 1704, B Wing, G Block,
Bandra Kurla Complex, Bandra East, Mumbai 400051

Sir,

Sub: RFP for Renewal & Procurement of RedHat Enterprise Linux (RHEL) Licenses for -3- Years.

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above-mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Bank Guarantee

Payment Type: Bank Guarantee

Ref. No. _____

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed. BOBCAPS at its discretion may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address:

Email and Phone #:

15. FIT AND PROPER UNDERTAKING - ANNEXURE D (on Bidder's Letter Head)

To,
[Name of the Company]
[Address]

Subject: **Fit and Proper Undertaking for Renewal and Procurement of Red Hat Enterprise Linux (RHEL) Licenses**

Dear Sir/Madam,

We, [Name of the Bidder], having our registered office at [Address], hereby submit this undertaking in connection with our bid for the renewal and procurement of Red Hat Enterprise Linux (RHEL) licenses for your organization.

We hereby confirm, declare, and undertake as under:

1. **Fit and Proper Status**
We are a fit and proper entity possessing integrity, sound reputation, and ethical business conduct, and are fully competent to undertake the supply, renewal, and support of RHEL licenses.
2. **Absence of Adverse Records**
We confirm that neither the bidder nor its directors, partners, or key managerial personnel:
 - Have been convicted of any offence involving fraud, dishonesty, or moral turpitude;
 - Have been blacklisted, debarred, or subject to any adverse action by any government authority, PSU, or regulatory body.
3. **Regulatory and Legal Compliance**
We comply with all applicable laws, including taxation, corporate, and IT-related regulations. There are no pending litigations or proceedings that would materially affect our ability to perform the contract.
4. **Genuine Licensing and Compliance**
We undertake that all licenses supplied shall be genuine, valid, and sourced through legitimate channels, ensuring full compliance with licensing terms and conditions of Red Hat, Inc.. We shall indemnify the Company against any claims arising from non-compliance or infringement.
5. **No Conflict of Interest**
We confirm that there is no conflict of interest that may affect our ability to provide services in an independent and unbiased manner.
6. **Ongoing Disclosure**
We undertake to promptly inform the Company of any material change in our status, including legal, financial, or regulatory matters that may impact our fit and proper standing.
7. **True and Correct Information**
We confirm that all information and documents submitted by us in connection with this bid are true, complete, and not misleading.

We understand that this undertaking is a material condition for consideration of our bid, and any misrepresentation or suppression of facts may lead to disqualification or termination of the contract. Kindly take the above on record.

For [Name of the Bidder]

Authorized Signatory

Name:

Designation:

Date:

Place: