

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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Stock Holding Corporation of India Limited  
*(Stock Holding)*



**RFP Reference Number: IT-04/2023-24**

**Date: 30.November.2023**

**GeM Reference No. - GEM/2023/B/4269132**

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX  
SERVER LICENSES & OS SUPPORT  
(PREMIUM & STANDARD)**

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (*Stock Holding*), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by *Stock Holding* to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. *Stock Holding* 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. *Stock Holding* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**RFP Document Details**

|   |  |
|---|--|
| Name of Organisation                          | Stock Holding Corporation of India Limited   |
| RFP Reference No.                             | IT-04/2023-24  |
| Requirement                                   | Renewal of Redhat Linux Server Licenses & OS Support<br>(Premium & Standard)<br>Total – 24 nos.  |
| Interest free Earnest Money Deposit (EMD) [*] | Rs.1,00,000/- (Indian Rupees One Lakh Only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on/or before 09-Oct-2023 StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on below mentioned email address. |
| Date of issue of RFP document                 | 30-Nov-2023  |
| Pre-bid online meeting                        | 04-Dec-2023 @ 11:00 AM<br>For participation in pre-bid meeting, please send mail for online meeting link to PRIT@stockholding.com before 01-Dec-2023 05:00 PM  |
| Email Address                                 | <a href="mailto:PRIT@stockholding.com">PRIT@stockholding.com</a>   |
| Date and Time of submission of bid            | 11-Dec-2023 02:00 PM   |
| Date of Opening Bid                           | 11-Dec-2023 02:30 PM   |

**This bid document is not transferable**

[\*] - Bidders registered under Micro, Small and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Table of Contents**

|  |    |
|--|----|
| Overview – About Stock Holding Corporation of India Limited.....   | 5  |
| (1) Eligibility Criteria: .....  | 7  |
| (2) Validity of bid:.....  | 8  |
| (3) Location for delivery and support: .....   | 8  |
| (4) Payment Terms: .....   | 8  |
| (5) Taxes & levies:.....   | 8  |
| (6) Performance Bank Guarantee:.....   | 8  |
| (7) Refund of Earnest Money Deposit (EMD): .....   | 9  |
| (8) Scope of Work (SOW) / Service Level Agreement (SLA) for Renewal of RedHat Linux Server Licenses..... | 9  |
| (9) Bids Preparation and Submission Details .....  | 10 |
| (10) Evaluation of Bids.....   | 11 |
| (11) Force Majeure:.....   | 12 |
| (12) Dispute Resolution.....   | 13 |
| (13) Right to alter RFP.....   | 13 |
| (14) Integrity Pact.....   | 13 |
| (15) Non-Disclosure Agreement (NDA) .....  | 13 |
| (16) Indemnify.....  | 14 |
| (17) Order Cancellation .....  | 14 |
| Annexure – 1 - Details of Bidder’s Profile .....   | 15 |
| Annexure – 2 - Eligibility Criteria .....  | 17 |
| Annexure - 3 - Commercial bid format .....   | 19 |
| Annexure - 4 - Interest free Earnest Money Deposit (EMD) Format for RHEL Licenses Subscription .....     | 20 |
| Annexure - 5 - Covering Letter-1.....  | 21 |
| Annexure - 6 - Covering Letter on bidder’s letterhead (Annexure of Integrity Pact).....                  | 28 |
| Annexure - 7 - Compliance Statement.....   | 29 |
| Annexure – 8 - Letter of Acceptance .....  | 30 |
| Annexure – 9 - Manufacturer Authorisation Format .....   | 31 |
| ANNEXURE – 10 – BANK GUARANTEE .....   | 32 |

## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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### **Overview – About Stock Holding Corporation of India Limited**

StockHolding, a subsidiary of IFCI Limited was promoted by the public financial institutions and incorporated as a public limited company on July 28, 1986. StockHolding is a Government Organization, being a subsidiary of IFCI. StockHolding, one of the largest Depository Participants (DP) and also largest premier Custodian in terms of assets under custody, provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. StockHolding acts as a Central Record Keeping Agency (CRA) for collection of stamp duty in 21 States and Union Territories on pan India basis. StockHolding is one of the largest Professional Clearing Members of the country.

In Retail segment besides DP services, StockHolding offers stock broking services through its wholly owned subsidiary SHCIL Services Ltd. (SSL). StockHolding is also into distribution of various investment and retirement solutions viz. Fixed Deposits, Bonds & NCDs of reputed institutes and corporates, Mutual Fund Schemes, Initial Public Offers (IPOs) and National Pension System (NPS). RBI has designated StockHolding as one of the Agency Banks to distribute GoI Bonds in dematerialized form. StockHolding also offers the Government of India Sovereign Gold Bonds. StockHolding is a corporate agent registered with IRDAI for distribution of insurance (Life, Health & General) products.

StockHolding has its registered office at Mumbai, main operations office at Navi Mumbai and operates through its over 200 retail branches all over India.

#### **Submission of Proposal:**

StockHolding invites e-tender through GeM Portal from competent & reputed authorized distributors having sufficient experience on renewal of RedHat Enterprise Linux (RHEL) Server Licenses and OS Support for organizations.

#### **Submission of Bids:**

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner:-

1. Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

#### **Objective of the RFP**

Objective of this RFP is to renew the existing licenses (total-24 nos.) of RHEL (Premium & Standard) deployed across servers present at StockHolding. All required 24 licenses must be scheduled to expire on August 22, 2025, necessitating renewal to uphold their active status.

#### **Due Diligence:**

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise,

## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of *Stock Holding* in this regard will be final and conclusive and binding.

### **Cost of Bidding:**

The bidder shall bear all costs associated with preparation & submission of its bid and *Stock Holding* will in no case be held responsible or liable for these costs, regardless of conduct or outcome of the bidding process

### **Clarifications regarding RFP Document:**

- Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to *Stock Holding* for necessary clarifications.
- A bidder may obtain clarification for their queries on this RFP via email to PRIT@stockholding.com
- *Stock Holding* shall not be responsible for any external agency delays.
- *Stock Holding* reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, *Stock Holding* may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders' queries, etc., will be published on Stock Holding's website only. Prospective bidders shall regularly visit Stock Holding's same website for any changes/development in relation to this RFP.
- *Stock Holding* reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on *Stock Holding*.
- Stock Holding reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Stock Holding shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.
- It may be noted that bidder mentioned in the document may be either Distributor/System Integrator (SI).

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Requirement details with Terms & Conditions:**

**(1) Eligibility Criteria:**

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

**Criteria (Documents to be submitted online along with Technical Bid)-**

**Table A:**

| SN | Criteria   | Documents to be submitted by bidder  |
|----|--|--|
| 1  | The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 with experience in providing similar services for past 5 years.   | Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory |
| 2  | Bidder must have Annual Turnover of at least Rs. <b>1.2 Crores</b> in previous 03 (Three) financial years i.e. 2020-21, 2021-22 and 2022-23. This must be individual company turnover and not group of companies.  | Copy of CA certificate mentioning the annual turnover over the past 3 years  |
| 3  | Bidder should be in Net Profit atleast for the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.   | Copy of CA Certificate for Net Profit over the past 3 years  |
| 4  | Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.  | Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory   |
| 6  | Bidder should have minimum 3 years of experience in supply of RedHat Enterprise Linux Subscription Licenses from the RFP date: <ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount equal to Rs. 12 lakhs each OR</li> <li>• Two similar completed works each costing not less than the amount equal to Rs. 15 lakhs each OR</li> <li>• One similar completed work costing not less than the amount equal to Rs. 24</li> </ul> | PO/Completion certificate should be attached and signed by Authorised signatory  |

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

|   |  |  |
|---|--|--|
|   | lakhs  |  |
| 7 | Bidder must be authorised distributor of RedHat Enterprise Linux Server Licenses | Manufacturer Authorisation Certificate (MAF) from OEM to be submitted with tender reference number |

**(2) Validity of bid:**

Bid should be valid for a minimum period of **90 days** in the event of delay in issuance of Purchase Order (PO) by StockHolding.

**(3) Location for delivery and support:**

Stock Holding Corporation of India Limited, SHCIL House, Plot No. P-51, TTC Industrial Area, MIDC, Mahape, Navi-Mumbai – 400 710.

**(4) Payment Terms:**

- a) 100% payment on submission of Proof of Entitlement of license and within 30 days from the date of receipt of Invoice.
- b) Payments will be released only after submission and verification of the required Bank Guarantee (BG). No payment will be made to successful bidder, until the BG verification is done.

**(5) Taxes & levies:**

Applicable taxes payable at actual as per prevailing rate of taxes as per Government notification. Applicable deduction if any may / will be recovered (deducted) from the payment(s)

**(6) Performance Bank Guarantee:**

Successful Bidder shall, at own expense, deposit with the *StockHolding*, within seven (7) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% (Five per cent) of the Contract Value from scheduled commercial banks as per Annexure - 10. This Bank Guarantee shall be valid up to 30 days beyond the completion of the contract period. No payment will be due to the successful bidder based on performance, until the BG verification is pending.

Bank Guarantee may be discharged / returned by *StockHolding* upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

*StockHolding* reserves the right to invoke the BG in the event of non-performance by the successful bidder.



**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**(7) Refund of Earnest Money Deposit (EMD):**

- (a) EMD will be refunded through NEFT to the successful bidder on providing an acceptance confirmation against the PO issued by StockHolding.
- (b) In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 15 days

**(8) Scope of Work (SOW) / Service Level Agreement (SLA) for Renewal of RedHat Linux Server Licenses with OS Support**

**(i) Bill of Material –**

Table –A:

| Ordered Item | Product Description  | Qty | Status | Start Date | End Date  | Contract # | Customer Number | Account Number |
|--------------|--|-----|--------|------------|-----------|------------|-----------------|----------------|
| RH00003      | Red Hat Enterprise Linux Server, <b>Premium</b> (Physical or Virtual Nodes)  | 6   | Active | 01-Jan-24  | 22-Aug-25 | 15231105   | 13671394        | 6330058        |
| RH00003      | Red Hat Enterprise Linux Server, <b>Premium</b> (Physical or Virtual Nodes)  | 5   | Active | 08-Nov-23  | 22-Aug-25 | 15231105   | 13671394        | 6330058        |
| RH00003      | Red Hat Enterprise Linux Server, <b>Premium</b> (Physical or Virtual Nodes)  | 8   | Active | 08-Nov-23  | 22-Aug-25 | 15231105   | 13671394        | 6330058        |
| RH00004      | Red Hat Enterprise Linux Server, <b>Standard</b> (Physical or Virtual Nodes) | 5   | Active | 25-Nov-23  | 22-Aug-25 | 15231105   | 13671394        | 6330058        |

**(ii) Scope –**

- 1) Supply of licenses for renewal as per BOM.
- 2) Successful bidder to ensure that OEM allocate the above licenses (mentioned in Table-A) for renewal into existing StockHolding account number – 7324763 as per RHEL UID details
- 3) Licenses to be delivered as per the product required of the tender document and should provide all the features with the given licenses.
- 4) RHEL subscription Licenses provided should be updated in the OEM portal and certified by OEM with relevant documents.
- 5) The bidder must undertake the complete responsibility of supply of OS licenses as per the entire scope of work of this tender.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

- 6) The selected Bidder shall appoint a single point of contact for any activity pertaining to the requirements of this RFP.
- 7) All licenses shall be delivered to StockHolding, Mahape.
- 8) RHEL subscription support renewal will be back to back from OEM.
- 9) RHEL Support renewal dates (Start & End date) should be as per Table-A.

**(iii) Service Level Agreement (SLA)-**

Based on the subscribed product for RHEL (Standard & Premium), support should be provided within stipulated time by OEM -

|                            | <b>Standard</b>                     | <b>Premium</b>                                      |                               |
|----------------------------|-------------------------------------|---|-------------------------------|
| <b>Hours of coverage</b>   | Standard business hours             | Standard business hours (24x7 for Severity 1 and 2) |                               |
| <b>Support channel</b>     | Web and phone                       | Web and phone                                       |                               |
| <b>Number of cases</b>     | Unlimited                           | Unlimited   |                               |
| <b>Response times</b>      | <b>Initial and ongoing response</b> | <b>Initial response</b>                             | <b>Ongoing response</b>       |
| <a href="#">Severity 1</a> | 1 business hour                     | 1 hour  | 1 hour or as agreed           |
| <a href="#">Severity 2</a> | 4 business hours                    | 2 hours   | 4 hours or as agreed          |
| <a href="#">Severity 3</a> | 1 business day                      | 4 business hours                                    | 8 business hours or as agreed |
| <a href="#">Severity 4</a> | 2 business day                      | 8 business hours                                    | 2 business days or as agreed  |

**(9) Bids Preparation and Submission Details**

**1. Technical Bid (Annexure - 2)**

- a. The required documents for Eligibility Criteria must be submitted (uploaded) online on GeM portal. Eligibility Criteria documents should be complete in all respects and contain all information asked for in this RFP document
- b. Bidder should also submit scan copy of cancelled cheque.
- c. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- d. No indications pertaining to price or commercial terms should be made in the Eligibility Criteria submission. If any price indications are made, then the bids is liable to be rejected.
- e. No open ended / conditional bid shall be entertained and is liable for rejected.

**2. Commercial Bid**

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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- a. The bidder will submit Commercial Bid must be submitted (uploaded) online on GeM portal. (refer **Annexure - 3**)

### **3. Submission of Bids**

- a. The required documents for Eligibility Criteria and Commercial Bid must be submitted (uploaded) online on GeM portal. Both the documents should be complete in all respects and contain all information asked for in this RFP document
- b. If Interest Free Earnest Money Deposit (EMD) is not submitted by bidder / received by *Stock Holding* in the form of NEFT prior to the last date of submission of bids as mentioned in this RFP, bidder will not be eligible to participate in this RFP.
- c. The offer should be valid for a period of at least 90 days from the date of submission of bid.
- d. The bidder shall fulfil all statutory requirements as described by the law and Government notices. The bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify *Stock Holding* against all such liabilities, which are likely to arise out of the bidders failure to fulfil such statutory obligations
- e. The bidder shall be solely responsible for any injury, damage, accident to the workman employed by the bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- f. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
- g. All employees engaged by The bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost
- h. The Interest free EMD should be deposited in *Stock Holding's* bank account on or before the bid submission date.
- i. Bidders are advised to submit their Eligibility Criteria and Commercial bids well before last date of submission.

#### **(10) Evaluation of Bids**

*Stock Holding* will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Noncompliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *Stock Holding* would be final and binding on all the bidders to this document.

*Stock Holding* may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *Stock Holding*.

- a. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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- b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

**Evaluation Process**

Stage 1- The ‘Eligibility Criteria bid document’ will be evaluated and only those bidders who qualify all the requirements will be eligible for ‘Commercial bid’.

Stage 2- Bidders, who have been found eligible in Stage 1, shall be invited for “Commercial Bid” evaluation.

**9.i Eligibility Criteria Evaluation (Stage1)**

The bidder meeting the Eligibility Criteria as per **Annexure 2** will be considered for Commercial evaluation. Any credential/supporting detail mentioned in “Annexure 2 – Eligibility Criteria” and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

**9.ii Commercial Bid Evaluation (Stage 2)**

- The Commercial offers of only those Bidders, who are short-listed after fulfilling eligibility criteria would be opened.
- The format for quoting commercial bid set out in Annexure 3- “Commercial Bid Format”.
- The Purchase Order will be awarded to the bidder with the lowest bid (L1).

**(11) Force Majeure:**

Neither the StockHolding nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, “Force Majeure” mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavor to agree on an alternate mode of performance in

## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure. Each PARTY shall bear its own cost in relation to the force majeure occurrence.

However, any failure or lapse on the part of the Bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

If the duration of delay exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, StockHolding and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

### **(12) Dispute Resolution**

In the event of any dispute arising out of or in connection with this purchase order, the parties shall use their best endeavour to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the bidder complies with above-mentioned clause

### **(13) Right to alter RFP**

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

### **(14) Integrity Pact**

The bidder will have to enter into an Integrity Pact with StockHolding Corporation of India Limited. The format (text) for the Integrity Pact is provided as **Annexure - 5**. The bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory.

### **(15) Non-Disclosure Agreement (NDA)**

The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited for the contract period. The draft text of the NDA will have to be approved by legal department of Stock Holding Corporation of India Limited

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

---

**(16) Indemnify**

The bidder should hereby indemnify, protect and save *StockHolding* against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the bidder. Any publicity by bidder in which name of *StockHolding* is used should be done only with the explicit permission of *StockHolding*.

**(17) Order Cancellation**

StockHolding reserves the right to cancel the order in the event of the L1 Bidder failing to deliver services as specified by Stockholding as per the Service Level Agreements. Stockholding reserves full right and authority to cancel such order and will also be entitled to claim liquidated damages for the same in addition to and without prejudice to all other rights and remedies that may be available to StockHolding. In case of serious discrepancy in services provided by L1 Bidder, Stockholding may cancel the entire purchase order.

StockHolding reserves the right to award order to L2 Bidder at same applicable L1 price and at the same terms and conditions in event of cancellation of order to L1 Bidder.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Annexure – 1 - Details of Bidder’s Profile**

**(To be submitted along with technical bid on Company letter head)**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| Sl. No. | Parameters  | Response                               |   |
|---------|---|--|---|
| 1       | Name of the Firm/Company  |  |   |
| 2       | Year of Incorporation in India  |  |   |
| 3       | Names of the Partners/Directors   |  |   |
| 4       | Company PAN no  |  |   |
| 5       | Company GSTN no. (please mention for all states)  |  |   |
| 4       | Name and Address of the Principal Banker  |  |   |
| 5       | Addresses of Firm/Company   |  |   |
|         | a) Head Office  |  |   |
|         | b) Local Office in Mumbai(if any)   |  |   |
| 6       | Authorized Contact person   |  |   |
|         | a) Name and Designation   |  |   |
|         | b) Telephone number   |  |   |
|         | c) E-mail ID.   |  |   |
| 7       | <b>Financial parameters</b>   |  |   |
|         | Business Results (last two years)   | Annual Turnover<br>(Rs. in Crores)     | Net Profit<br>(Rs. in Crores)                     |
|         | 2020-21   |  |   |
|         | 2021-22   |  |   |
|         | 2022-23   |  |   |
|         | (Only Company figures need to be mentioned not to include group/subsidiary Company figures) | (Mention the above Amount in INR only) |   |
|         | <b>Details of Reference Customer</b>  |  |   |
|         | Customer Name and Contact No.   | Brief Details of licenses supplied     | PO number and Date(Attached PO with masked price) |
|         | 1   |  |   |
|         | 2   |  |   |
| 3       |   |  |   |

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of ..... 2023

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Note:

1. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP/ Tender.
2. All self-certificates shall be duly signed and Stamped by Authorized signatory of the bidder Firm unless specified otherwise.
3. Bidder response should be complete; Yes/No answer is not acceptable...
4. Details of clients and relevant contact details are mandatory. Bidder may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.



**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Annexure – 2 - Eligibility Criteria**

(Documents to be submitted online along with Technical Bid)

| SN | Criteria   | Documents to be submitted by bidder  |
|----|--|--|
| 1  | Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India with experience in providing similar services for past 5 years.   | Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory |
| 2  | Bidder must have Annual Turnover of at least Rs. <b>1.2 Crores</b> in previous 03 (Three) financial years i.e. 2020-21, 2021-22 and 2022-23. This must be individual company turnover and not group of companies.  | Copy of CA certificate mentioning the annual turnover over the past 3 years  |
| 3  | Bidder should be in Net Profit atleast for the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.   | Copy of CA Certificate for Net Profit over the past 3 years  |
| 4  | Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.  | Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory   |
| 6  | Bidder should have minimum 3 years of experience in supply of RedHat Enterprise Linux Subscription Licenses from the RFP date: <ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount equal to Rs. 12 lakhs each OR</li> <li>• Two similar completed works each costing not less than the amount equal to Rs. 15 lakhs each OR</li> <li>• One similar completed work costing not less than the amount equal to Rs. 24 lakhs</li> </ul> | PO/Completion certificate should be attached and signed by Authorised signatory  |
| 7  | Bidder must be authorised distributor of RedHat Enterprise Linux Server Licenses   | Manufacturer Authorisation Certificate (MAF) from OEM to be submitted with tender reference number   |

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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Note:

- a. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP
- b. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- c. Bidder response should be complete, Yes/No answer is not acceptable.
- d. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this..... Day of ..... 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**Annexure - 3 - Commercial bid format**

**Renewal of RedHat Enterprise Linux Server Licenses  
(Premium & Standard)**

| <b>SI</b> | <b>Description</b>  | <b>Quantity</b> | <b>Total Price in INR</b> |
|-----------|---|-----------------|---------------------------|
| 1.        | RedHat Enterprise Linux Server Licenses<br>(Premium & Standard) | 24              |                           |

**Note:** Above prices should be exclusive of taxes & levies

**Terms & Conditions:**

- a. The vendor (bidder) will submit Commercial Bid online on GeM portal as per the format given. All said licenses will be valid upto on 22-Aug-2025.
- b. Bidder who quotes lowest bid for total price will be selected as L1 bidder.
- c. In case the L1 bidder doesn't accept the offer or accepts the offer and doesn't proceed with the agreement within 7 working days, the offer to the L1 bidder will stand terminated. StockHolding reserves the right to negotiate with the L2 bidder at the applicable L1 price. Likewise, if the L2 bidder doesn't accept the offer or accepts the order and doesn't proceed with the agreement within 7 working days, the offer to the L2 bidder will stand terminated.

Dated this..... Day of ..... 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Annexure - 4 - Interest free Earnest Money Deposit (EMD) Format for RHEL Licenses  
Subscription**

| PAN & GST number of bidder | Bank Name & branch address ,IFSC code | Bank account number | EMD amount paid in INR | UTR No. | Date of Payment (NEFT) | EMD Bank receipt to be uploaded |
|----------------------------|---------------------------------------|---------------------|------------------------|---------|------------------------|---------------------------------|
| 1.                         |                                       |                     |                        |         |                        |                                 |

Dated this..... Day of ..... 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**Annexure - 5 - Covering Letter-1**

(To be executed on plain paper and submitted only by the successful bidder)

( \_\_\_\_\_ **Name of the Department / Office**) **RFP No: IT-04/2023-24 dated 30-Nov-2023 for** \_\_\_\_\_

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, *Stock Holding .*, a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. Babasaheb R. Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. \_\_\_\_\_

\_\_\_\_\_ (with complete address and contact details) represented by Shri \_\_\_\_\_ (i.e. s (bidders) hereinafter called the **Counter Party** ) which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any

## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **I. Commitment of the Principal / Buyer**

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
  - b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party(ies) the same information and will not provide to any Bidder(s)/Counter Party(ies) confidential / additional information through which the Bidder(s)/Counter Party(ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
  - c) The Principal / Owner shall endeavour to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / *Stock Holding* will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **II. Commitments of Counter Parties/Bidders**

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

---

3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / *Stock Holding* or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / *Stock Holding* for forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal / *Stock Holding*.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / *Stock Holding* that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / *Stock Holding* or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at Annexure 6. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at Annexure.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of *Stock Holding* / Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / *Stock Holding* as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / *Stock Holding*, or alternatively, if any relative of an official / employee of Principal / *Stock Holding* has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
15. The term "relative" for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / *Stock Holding*
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

**III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts**

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / *Stock Holding* is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / *Stock Holding*. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / *Stock Holding*.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / *Stock Holding*'s absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / *Stock Holding* may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / *Stock Holding*.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ *Stock Holding* may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

**IV. Consequences of Breach** Without prejudice to any rights that may be available to the Principal / *Stock Holding* / Owner under Law or the Contract or its established policies and laid



## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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down procedure, the Principal / *Stock Holding* / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / *Stock Holding* / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / *Stock Holding* / Owner apart from exercising any legal rights that may have accrued to the Principal / *Stock Holding* / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / *Stock Holding* obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / *Stock Holding* has substantive suspicion in this regard, the Principal / *Stock Holding* / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

### **V. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties**

1. The Principal / *Stock Holding* / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
2. The Principal / *Stock Holding* / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / *Stock Holding* and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

### **VI. Independent External Monitor (IEM)**

1. The Principal / Owner / *Stock Holding* has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, Stock Holding Corporation of India Limited.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / *Stock Holding* / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Counter Party (ies) with confidentiality.

## REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES (PREMIUM & STANDARD)

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4. In case of tender (RFP)s having value of 5 crore or more, the Principal / *Stock Holding* / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / *Stock Holding* and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, *Stock Holding*. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / *Stock Holding* and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, *Stock Holding* Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO & MD, *Stock Holding* has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer. 8. The word "IEM" would include both singular and plural.

### **VII. Duration of the Integrity Pact (IP)**

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD *Stock Holding*

### **VIII. Other Provisions**

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the *Stock Holding* / Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / *Stock Holding* in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

### **IX. Legal and Prior Rights**

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

-----  
(For and on behalf of Principal / Owner / *StockHolding*)

-----  
(For and on behalf of Bidder / Counter Party / Contractor)

**WITNESSES:**

1. \_\_\_\_\_ (Signature, name and address)
2. \_\_\_\_\_ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**Annexure - 6 - Covering Letter on bidder's letterhead (Annexure of Integrity Pact)**

Date:

To,  
-----

**Sub: RFP No: IT-04/2023-24 dated 30-Nov-2023 for Renewal of RedHat Enterprise Linux Server Licenses & OS Support (Premium & Standard).**

Dear Sir,

**DECLARATION**

Stock Holding Corporation of India Limited (*StockHolding*) hereby declares that *StockHolding* has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the *StockHolding*

Yours faithfully,

For and on behalf of Stock Holding Corporation of India Limited  
(Authorized Signatory)

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

**Annexure - 7 - Compliance Statement**  
(To be submitted along with technical bid)

Subject: RFP for Renewal of RedHat Enterprise Linux Server Licenses (Premium & Standard)

Ref: RFP No. **IT-04/2023-24** dated **30-Nov-2023**

**DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by StockHolding. We also agree that *StockHolding* reserves its right to reject the bid, if the bid is not submitted in proper format as per RFP.

| Sr. No. | Item / Clause of the RFP                          | Confirmed and Accepted by Bidder (Yes / No) |
|---------|---|---|
| 1       | Eligibility Criteria                              |   |
| 2       | Service Level Agreement (SLA) / Scope of Work     |   |
| 3       | Non-Disclosure Agreement                          |   |
| 4       | Payment Terms                                     |   |
| 5       | Bid Validity, Order Cancellation                  |   |
| 6       | StockHolding's Right to alter RFP                 |   |
| 7       | Force Majeure                                     |   |
| 8       | Integrity Pact                                    |   |
| 9       | All General & Other Terms & Conditions in the RFP |   |
| 10      | Requirement with terms and conditions             |   |
| 11      | Bid Format - Commercial Bid                       |   |
| 12      | Annexures in the RFP                              |   |

Dated this..... Day of ..... 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**Annexure – 8 - Letter of Acceptance**

(To be submitted along with Technical Bid)

To,  
Stock Holding Corporation of India Limited  
SHCIL House, Plot No. P-51, T.T.C. Industrial Area,  
M.I.D.C., Mahape, Kalyan-Shil Road,  
Navi Mumbai, PIN 400710.

Dear Sir,  
Sub: RFP no: **IT-04/2023-24 dated 30-Nov-2023** for Renewal of RedHat Enterprise Linux Server Licenses & OS Support (Premium & Standard).

With reference to the above RFP, having examined and understood the instructions, annexures, terms and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for the entire Agreement Period from the date of the offer.

We also understand and accept that Stockholding can modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that *StockHolding's* decision in this regard will be final and binding on us.

We also accept that *StockHolding's* decisions with reference to this RFP pertaining to evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by *StockHolding*.

Dated this..... Day of ..... 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)

**Annexure – 9 - Manufacturer Authorisation Format**

(To be submitted on OEM's letter head)

Ref:

Date:

To

Stock Holding Corporation of India Limited  
SHCIL House, Plot No. P-51, T.T.C. Industrial Area  
M.I.D.C., Mahape, Kalyan-Shil Road  
Navi Mumbai PIN 400710

Dear Sir,

**Sub: Manufacturer Authorisation for RFP No: IT-04/2023-24 dated 30-Nov-2023**

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/ re-seller/ dealer for our <hardware details>. We authorize them to quote for our equipment's in the above mentioned RFP.

Further, we assure that we would extend full support to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipment's during the warranty period as per RFP terms.

We also undertake that in case of default in execution of this contract by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements at no additional cost.

<OEM Name>

<Authorised Signatory with Stamp>

**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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**ANNEXURE – 10 – BANK GUARANTEE**

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at \_\_\_\_\_ (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at \_\_\_\_\_ in favour of Stock Holding Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012 (hereinafter referred to as “StockHolding”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) at the request of \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at (hereinafter referred to as the “Service Provider”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns).

**Whereas**

- A. StockHolding has, pursuant to the Tender No. \_\_\_\_\_, issued the Purchase Order dated \_\_\_\_\_ to the Service Provider for providing \_\_\_\_\_
- B. In terms of the said Tender, the Service Provider has agreed to furnish to StockHolding, a Bank guarantee for Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) till \_\_\_\_\_ (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

**NOW IN CONSIDERATION OF THE FOREGOING:**

- 1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to StockHolding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to StockHolding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
- 2. We, the Bank, hereby guarantee and undertake to pay StockHolding up to a total amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.
- 3. Any such demand made by StockHolding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.



**REQUEST FOR PROPOSAL FOR RENEWAL OF REDHAT ENTERPRISE LINUX SERVER LICENSES  
(PREMIUM & STANDARD)**

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4. We, the Bank, agree that StockHolding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or time to time exercise of any powers vested in StockHolding against the Service Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender / Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.
5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or StockHolding.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:**

1. The liability of the bank under this guarantee is restricted to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (date).
3. A written claim or demand for payment under this Bank Guarantee on or before \_\_\_\_\_ (date) is the only condition precedent for payment of part/full sum under this guarantee.

**For Issuing Bank**

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID: