

Corrigendum - 1 for RFP Reference Number: IT-12/2021-22

Date : 26-NOV-2021

SrNo	RFP Heading	Section	Existing Specification/RFP Clause	Page No	New Clause/Modification
1	Section B 2 - Terms & Conditions (1) Payment	Section B 2	Quarterly payment on completion of each quarter with exception of 4th Quarter and on submission of Invoice duly certified by StockHolding Networking official(s). For 4th Quarter StockHolding billing will be at end of quarter. Applicable TDS will be deducted (recovered) from the payment(s). Applicable Penalty/Penalties may be recovered from payment. As and when any or all devices are removed, the payment will be made on pro-rate basis.	9	Advance Quarterly payment for support on submission of invoice duly certified by Stockholding Networking official(s) except 4th Quarter where payment is done at the end of quarter. Applicable TDS will be deducted (recovered) from the payment(s). Applicable Penalty/Penalties may be recovered from payment. As and when any or all devices are removed, the payment will be made on pro-rate basis.
2	Termination Clause	B.2 Terms and Conditions	StockHolding reserves right to cancel the contract anytime at sole discretion with 60 days" notice given to bidder. If at any point of time, the services of vendor are found to be non-satisfactory the contract will be terminated, giving 60 days prior written notice in advance.	15	StockHolding reserves right to cancel the contract anytime at sole discretion with 60 days" notice given to bidder. If at any point of time, the services of vendor are found to be non-satisfactory StockHolding reserves right to terminate the contract by giving sixty (60) days prior written notice. If the bidder becomes bankrupt or otherwise insolvent, StockHolding may at any time terminate the contract upon giving to the bidder thirty (30) days' written notice, after which time this Agreement is terminated. Termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to StockHolding.
3	Pre-Contract Integrity Pact Agreement	Annexure - 4	<p>IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties</p> <p>1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.</p> <p>2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.</p> <p>3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding 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.</p>	25	<p>IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties</p> <p>1. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.</p> <p>2. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding 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.</p>

4	Pre-Contract Integrity Pact Agreement	Annexure - 4	<p>VI. Independent External Monitor (IEM)</p> <p>1. The Principal / Owner / StockHolding 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.</p> <p>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, StockHolding Ltd.</p> <p>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 / StockHolding / 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 or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.</p> <p>4. In case of tender (RFP)s having value of 5 crore or more, the Principal / StockHolding / 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.</p> <p>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 /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding 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.</p> <p>6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.</p> <p>7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding 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.</p> <p>8. The word `IEM` would include both singular and plural.</p>	26	<p>VI. Independent External Monitor (IEM)</p> <p>1. The Principal / Owner / StockHolding 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.</p> <p>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, StockHolding Ltd.</p> <p>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 / StockHolding / 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.</p> <p>4. In case of tender (RFP)s having value of 5 crore or more, the Principal / StockHolding / 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.</p> <p>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 /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding 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.</p> <p>6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.</p> <p>7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding 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.</p> <p>8. The word `IEM` would include both singular and plural.</p>
5	Penalty	Section 6	<p>1. Resolution time mentioned in Service Level Agreement (SLA) will be review on monthly basis and post verification payment will be released on quarterly basis.</p> <p>2. For each instance of SLA breach, penalty applicable would be INR 5000/- per instance (incidence) and maximum penalty 10% of PO value</p> <p>3. Bidder who fails to backline with CISCO (OEM) within 7 days failing which will attract penalty of 5000/- per day with if not back-lined within 15 days, PO stand Canceled</p> <p>However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of StockHolding. In such case(s) the Bidder should notify and produce / bring the relevant communication and proof to StockHolding promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.</p>	14	<p>1. Resolution time mentioned in Service Level Agreement (SLA) will be review on monthly basis and post verification payment will be released on quarterly basis.</p> <p>2. For each instance of SLA breach, penalty applicable would be INR 5000/- per instance (incidence) and maximum penalty 10% of PO value</p> <p>3. Bidder who fails to backline with CISCO (OEM) within 15 days failing which will attract penalty of 5000/- per day with if not back-lined within 15 days, PO stand Canceled</p> <p>However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of StockHolding. In such case(s) the Bidder should notify and produce / bring the relevant communication and proof to StockHolding promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.</p>
<p>Note: All other clauses/Terms & conditions except above shall remain same as per RFP (RFP Reference Number: IT-12/2021-22)</p>					