



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

Document Control Sheet

Name of the Organisation	Stockholding Document Management Services Ltd.
RFP Reference No.	SDMS/IT-Infra/2019-20/007
Date of issue of RFP Document	12th Mar, 2020
Pre-bid Meeting	18th Mar, 2020 at 11:30 AM at Mahape Office
Last Date and Time for submission of Bids	10th Apr, 2020 on or before 6:00 PM
1) Tender Fees	Tender Fees of Rs. 20,060/- (Tender Fee: Rs.17,000 + GST@18%: Rs. 3,060) to be paid in the form of Demand Draft issued by Scheduled/Nationalized bank in favor of Stockholding Document Management Services Ltd.
2) Earnest Money Deposit (EMD)	EMD of Rs. 4,25,000/- to be paid in the form of Demand Draft or BG (BG Format attached in Page No. 8) issued by Scheduled/Nationalized bank in favor of Stockholding Document Management Services Ltd. & payable at Navi Mumbai. EMD should be submitted in physical form on or before last date and time for submission of Bids.
3) Exemption for firms under NSIC / MSME	The firms who are registered with NSIC / MSME are exempted from payment of EMD, Tender Fee. The bidders have to attach NSIC/ MSME certificate along with the tender during submission.
Address for Communication	CTO Stockholding Document Management Services Ltd. SHCIL House, Plot No.51, T.T.C. Industrial Area M.I.D.C., Opp. L&T Infotech, Mahape, Navi Mumbai - 400 710
Submission of Bids	https://stockholdingdms.eproc.in
No of Pages in this RFP Document	16 (Sixteen)
This Bid document is not transferable	



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

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 Stockholding Document Management Services Ltd (SDMS), 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 SHCIL 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. SDMSL 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. SDMSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

Stockholding Document Management Services Ltd.

CIN – U74140MH2006GOI163728

Website – www.stockholdingdms.com

SDMS, a company incorporated under the Indian Companies Act 1956 and having its registered office at **Plot No. P -51, TTC Industrial Area, Mahape, Navi Mumbai – 400710**, intends to **renew Microsoft EA/OVL/Open Licenses under Select Plus**.

Prices shall include taxes. Bidder needs to give detailed price break up of each component. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account.

E-Bids (**Commercial Bids**) for renewal of licenses are invited directly from the authorized partners. Further details and prescribed format of application can be obtained from the office of the undersigned.

QUALIFYING / ELIGIBILITY CRITERIA

The firm / company shall fulfill the following criteria:

1. The Firm should not have been debarred / blacklisted by any government, Semi Govt., P.S.U, Board/ Corporation or any Autonomous Body in last 3 years.
2. The firm /company should be the authorized dealers/agent of the company/who are able to provide PAN India support.

The following documents should be contained, in Bid submission.

- i) Covering letter stating the Bid Title, Bidders name, Address.
- ii) Bidder should submit valid documentary proof of GST, PAN and other KYC documents (e.g. Company Registration, any other certification).
- iii) Bid to meet the requirement and specifications as per annexure I.
- iv) Further, the rates shall be fixed and shall remain unchanged, for a period of 180 days.
- v) An undertaking stating the bidder satisfies the eligibility criteria as mentioned above.

EVALUATION PROCESS:

The bids shall be scrutinized by the committee, constituted for the purpose with right to inspection of manufacturing unit by the Committee. If the Bidders fulfill the Eligibility criteria, SDMS may call the bidder for presentation to understand the capability to supply and install the required service. The decision of the SDMS in this regard shall be final and binding.



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

On conclusion, SDMS shall raise the Purchase Order with the successful bidder detailing the commercials, period and terms & conditions.

Annexure to this RFP:

Annexure I - Requirements & Specifications:

Description	Part Code	Qty.
SQLSvrEntCore SNGL SA MVL 2Lic CoreLic	7JQ-00355	12
WinSvrSTDCore SNGL LicSAPk MVL 2Lic CoreLic	9EM-00262	40
WinSvrExtConn SNGL SA MVL	R39-00404	1
WinSvrSTDCore SNGL SA MVL 2Lic CoreLic	9EM-00263	128

Terms and Conditions:

1. Payment Terms:
 - 1.1 Within 45 days from the date of PO.
 - 1.2 The payment will be split for 3 years and invoice has to be submitted every year against the PO raised in 2020.
2. Taxes as applicable on Billing.
3. Stock Holding DMS is consolidating all the agreements into one Select Plus co-terminus agreement.
4. Select Plus agreement start date is 01-JUL-2020.
5. Billing schedule will be as per table given below:

Select Plus agreement start date: 1st July 2020			
Description	Part Code	Qty.	Term
SQLSvrEntCore SNGL SA MVL 2Lic CoreLic	7JQ-00355	12	3 years
WinSvrSTDCore SNGL LicSAPk MVL 2Lic CoreLic	9EM-00262	40	3 years
WinSvrExtConn SNGL SA MVL	R39-00404	1	11 months + 2 years
WinSvrSTDCore SNGL SA MVL 2Lic CoreLic	9EM-00263	128	11 months + 2 years

RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

6. Bid to meet the specifications as per Annexure I.
7. Further, the rates shall be fixed and shall remain unchanged, for a period of 30 days.
8. Successful Bidder has to sign an Integrity Pact.

Commercial Bid:

Sr. No.	Item Description with Part Code	Qty.	SA Unit Price – 3 years (Rs)	Amount Year 1 (Rs)	Amount Year 2 (Rs)	Amount Year 3 (Rs)	Sub Total (For 3 years) (Rs)	GST	Grand Total (Rs)
1	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic Part Code: 7JQ-00355	12							
2	WinSvrSTDCore SNGL LicSAPk MVL 2Lic CoreLic Part Code: 9EM-00262	40							
3	WinSvrExtConn SNGL SA MVL Part Code: R39-00404	1							
4	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic Part Code 9EM-00263	128							

- For any other updates and corrigendum related to the RFP, please visit www.stockholdingdms.com website from 18th Mar, 2020.
- For any queries regarding login/e-tending process flow, kindly contact the following:

Name	Email	Phone Number
Nimesh Bhardwaj	nimesh.bhardwaj@c1india.com	0124-4302000
Fairlin Jivin	fairlin.jivin@c1india.com	+91-22-66865603/ +91-22-66865608



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

BANK GUARANTEE

To

StockHolding Document Management Services Limited
(formerly known as SHCIL Projects Limited)
SHCIL House,
P-51, T.T.C. Industrial Area,
MIDC, Mahape,
Navi Mumbai - 400710
(Hereinafter referred to as "StockHolding DMS / you")

THIS BANK GUARANTEE AGREEMENT issued at this..... day of 2019 by (Bank Name) having its Registered Office at and its Branch at (hereinafter referred to as "the **Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF StockHolding Document Management Services Limited (formerly known as SHCIL Projects Limited), a company incorporated under the Companies Act, 1956 and having its registered office at SHCIL House, P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai – 400710** hereinafter referred to as "**StockHolding DMS**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS StockHolding DMS, a company incorporated under the Companies Act, 1956 and having its registered office at SHCIL House, P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai – 400710 has entrusted the task of **Procurement of _____** to **Vendor Name**. (hereinafter referred to as "vendor") having office at **Address _____**. and requires the Vendor to furnish a Bank Guarantee for a sum of Rs. _____/- (**Rupees _____ only**) as a Bank Guarantee.

2. **M/s. _____**, our constituent, has requested us to furnish guarantee to **StockHolding DMS Ltd.** in respect of the said sum of Rs. _____/- (**Rupees _____ only**).

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (**Bank Name**), the Guarantors, do hereby irrevocably & unconditionally agree undertake to **StockHolding Document Management Services Limited**, their Successors, Assigns that in the event of StockHolding Document Management Services Limited coming to the conclusion that the



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

Vendor - M/s. _____ have not adhered to the terms and conditions of Stock Holding DMS or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by StockHolding Document Management Services Limited, pay without demur to StockHolding Document Management Services Limited, a sum of **Rs. _____/-** (Rupees _____ only), or any lower amount that may be demanded by Stock Holding Document Management Services Limited. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- (**Rupees _____ only**).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (**Rupees _____ only**), as aforesaid shall be paid by us without any demur or protest, merely on demand from Stock Holding Document Management Services Limited on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from StockHolding Document Management Services Limited shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by Stock Holding Document Management Services Limited within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to Stock Holding Document Management Services Limited under this guarantee shall be independent of the agreement or other understandings, whatsoever, between Stock Holding Document Management Services Limited and the Vendor. We hereby further agree that-

(a) Any forbearance or omission on the part of Stock Holding Document Management Services Limited in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by StockHolding Document Management Services Limited to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (**Rupees _____ only**).



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

(b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in undertaking & in completion of the said task or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to _____ provided, that if so desired by StockHolding Document Management Services Limited, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

(e) Our liability under this BANK GUARANTEE shall remain in force till _____ unless it is renewed as provided hereinabove on _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by StockHolding Document Management Services Limited alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of StockHolding Document Management Services Limited against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Bank Guarantee shall not be affected by –

- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor.
- (iii) any change in the management of the VENDOR by takeover of the management of the VENDOR by the Central or State Government or by any other authority; or



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

(iv) This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained herein :

(g) Our liability under this BANK GUARANTEE shall not exceed Rs. _____/- (**Rupees** _____ **only**).

(h) This BANK GUARANTEE shall be valid _____

(i) We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only and only if you serve upon us a written claim or demand **on or before** _____ (date -- which is 3 months after date mentioned at (h) above).

Yours faithfully,

For and on behalf of Bank _____

Authorised official



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

Integrity Pact

(_____ Name of the Department / Office) Tender No. _____ for _____ (Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, StockHolding Document Management Services Ltd. a company incorporated under Companies Act, 1956, with its Registered Office at SHCIL House, P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai – 400710, 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. Vendors / 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 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 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 :-

RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender 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 Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender 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 Process or the Contract execution.

c) The Principal / Owner shall endeavor to exclude from the Tender 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 / StockHolding DMS 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 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.

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 / StockHolding DMS 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 / StockHolding DMS for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding DMS.

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

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 / StockHolding DMS 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 / StockHolding DMS 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 I**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure II**.

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 StockHolding DMS /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 / StockHolding DMS 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.

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 / StockHolding DMS, or alternatively, if any relative of an official / employee of Principal / StockHolding DMS 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 for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

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 / StockHolding DMS

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 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 process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender 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 / StockHolding DMS is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender 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 / StockHolding DMS. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding DMS.

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding DMS's absolute right to resort to and impose such exclusion.

3. Apart from the above, the Principal / StockHolding DMS may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding DMS.

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/ StockHolding DMS 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 / StockHolding DMS / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / StockHolding DMS / 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 / StockHolding DMS / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender 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



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

Principal / StockHolding DMS/ Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding DMS / 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 / StockHolding DMS 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 / StockHolding DMS has substantive suspicion in this regard, the Principal / StockHolding DMS/ 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 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.

2. The Principal / StockHolding DMS / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.

3. The Principal / StockHolding DMS / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding DMS and the Bidder/Counter Parties, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding DMS 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, StockHolding DMS.

3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal / StockHolding DMS/ 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 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.

4. In case of tenders having value of 5 crore or more, the Principal / StockHolding DMS/ Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender and shall keep the IEM apprised of all the developments in the Tender Process.

RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

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 DMS 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 MD & CEO, StockHolding DMS within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding DMS and should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the MD & CEO, StockHolding a substantiated suspicion of an offence under the relevant IPC/PC Act, and the MD & CEO, StockHolding DMS 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 MD & CEO, StockHolding DMS.

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding DMS /Principal / Owner who has floated the Tender.

2. Changes and supplements in any Procurement / Services Contract / Tender 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 / StockHolding DMS in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights 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



RFP for Renewal of Microsoft EA/OVL/Open Licenses under Select Plus

the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender / 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 DMS

----- (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.