



**DIRECTORATE OF INCOME TAX (SYSTEMS)
INCOME TAX DEPARTMENT
MINISTRY OF FINANCE
GOVERNMENT OF INDIA**

**Notice Inviting Tender for selection of Managed Service Provider (MSP)
for CPC (TDS) 2.0 of the Income Tax Department**

**Tender Reference No. RFP/CPC-TDS 2.0/2022-23
Tender ID: 2023_DREV_739617_1
Tender Type: Re-tender**

The RFP can be obtained from authorized representative of the bidder from Sh. Avinash Chandra Tripathi, Deputy Director (Systems), Room No 4004, 4th Floor, Centralized Processing Cell (TDS), Aayakar Bhawan, Sector-3, Vaishali, Ghaziabad - 201010 by submitting letter of authorization, acknowledgment of receipt, Non-Disclosure Agreement (NDA), pre contract integrity pact and paying ₹ 20,000/- (non-refundable) in the form of a crossed demand draft from any commercial bank drawn in favor of "Accounts Officer, Zonal Account Office, Central Board of Direct Taxes, New Delhi", payable at New Delhi. The RFP will be available on all working days during office hours till the last date of submission of bids. The format of all documents and other details are available on the <https://eprocure.gov.in/eprocure/app> and www.incometaxindia.gov.in.

CRITICAL DATES & TIME

ACTIVITY	DATE
Date of release of RFP for re-tender	01.01.2024
Bid submission start date	01.01.2024
Date, time and venue for pre-bid conference	05.01.2024 at 11:00 AM 11 th Floor Conference Room, Aaykar Bhawan, Vaishali
Last date and time for submission of bids	15.01.2024 up to 03:00 PM
Bid Opening Date and Time	16.01.2024 at 03:00 PM

Integrity Pact

[To be submitted on duly notarized stamp paper of INR 100]

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Commissioner of Income Tax (CIT)– CPC (TDS), Directorate of Income Tax (Systems), Government of India having office at E-2, ARA Centre, Jhandewalan Extension, New Delhi, India, (hereinafter called the “The 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 _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The Principal intends to award, under laid down organizational procedures, to engage the managed services provider (MSP) for design, development, implementation, operations and maintenance of CPC (TDS) 2.0. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s)/contractor(s).

In order to achieve this the Principal will appoint Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the

Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals or associates, if any. All the payments made to the India agent/representative (if any) have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEM and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the

tender process or to terminate the contract, if already signed, for such reasons. **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors

1. In case of sub-contracting, the bidders/contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential.

3. Smt. Rashmi Verma IAS (Retd.) have been appointed as Independent External Monitors (IEMs) for overseeing and implementation of this Integrity Pact. Her contact details are as under –

Smt. Rashmi Verma, IAS (Retd.)
D-87, Ground floor,
Panchseel Enclave
New Delhi-110017
Email: verma.rashmi@rediffmail.com

4. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
5. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Commissioner of Income Tax (CIT)– CPC (TDS), Income Tax Department and recuse himself/herself from that case.
6. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
8. The Monitor will submit a written report to the Commissioner of Income Tax (CIT)– CPC (TDS), Income Tax Department within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Commissioner of Income Tax (CIT)– CPC (TDS), Income Tax Department, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Commissioner of Income Tax (CIT)– CPC (TDS), Income Tax Department has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “**Monitor**” word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Commissioner of Income Tax (CIT)– CPC (TDS), Income Tax Department.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Letter of Authorization for purchasing the RFP
(To be provided on official company letter head)

To

Sh. Avinash Tripathi
Deputy Director (Systems),
Room No. 4004, 4th Floor,
Centralized Processing Cell (TDS),
Aaykar Bhawan, Sector 3 Vaishali,
Ghaziabad – 201010.

Sub: Authorization Letter for purchasing the tender documents

Ref: Your Tender Ref No. RFP CPC-TDS 2.0/2022-23

Dear Sir,

This is with reference to the Notice Inviting Tender (NIT) for Request For Proposal (RFP) for selection of Managed Service Provider (MSP) to Design, Develop, Implement, Operate and Maintain CPC (TDS) 2.0.

Mr./Ms. _____ is hereby authorized to purchase the tender documents of the above Tender Ref No. RFP/ CPC-TDS 2.0/2022-23 on behalf of our organization.

The specimen signature is attested below:

Name:

(Specimen Signature of Representative)

Signature of Authorizing Authority

Name of Authorizing Authority:

Designation:

Contact Number and Email Address:

Name of Company:

Company Seal:

(Attach visiting card of Representative and Board Resolution for Authorizing Authority)

Non-Disclosure Agreement

[To be submitted on duly notarized stamp paper of INR 100]

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorization by the bidder (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]

[A similar Agreement needs to be signed by the MSP on award of the contract and the same shall be made available by ITD to the selected MSP]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, the President of India, through his/her authorised representative Commissioner of Income Tax (CIT) – CPC (TDS), Directorate of Income Tax (Systems), Government of India having office at E-2, ARA Centre, Jhandewalan Extension, New Delhi, India hereinafter referred to as ‘**Purchaser**’, (which expression shall unless repugnant to the context include representatives, successors and permitted assigns) of the First Part,

AND

<***>, a Company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013, having registered office at <***> (hereinafter referred to as the ‘**Bidder**’, which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Second Part.

WHEREAS

1. the Purchaser has issued a Request For Proposal (RFP) inviting various organizations for ‘Selection of Managed Service Provider (MSP) to Design, Develop, Implement, Operate and Maintain CPC (TDS) 2.0’ for the Income Tax Department (hereinafter called the “Project”) of the Purchaser;
2. the Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project and being found to be the successful bidder(s) on completion of the bid process;

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the RFP contained in three volumes along with annexures. The RFP contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom the Information contained in the RFP is disclosed shall:
 - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;

- b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c) Use the Information only as needed for the purpose of bidding for the Project;
 - d) Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
- a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b) Is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
6. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(signature and company seal)

(Name of the Authorised Signatory)