



Notice Inviting Tender for selection of Managed Service Provider (MSP) for Designing, Development, Implementation, Operations & Maintenance of Insight 2.0

Tender Reference No. RFP/INSIGHT2.0/2024-25 dated 05.12.2024

The Income Tax Department intends to engage a Managed Service Provider (MSP) for Designing, Development, Implementation, Operations & Maintenance of Insight 2.0.

Project Insight is a Data Warehousing & Business Intelligence project of the Income Tax Department. It aims to strengthen the non-intrusive information driven administration for improving voluntary compliance and enhanced taxpayer services.

Project Insight is used for collection of information from various sources and applying intelligence and analytics with the objective of widening and deepening of tax base, improve risk assessment capability, detect fraud and leakage of revenue, enhance capabilities for taxpayer outreach & campaign, enable robust framework for exchange partners, provide inputs for legislation, policy making & research and measure key performance indicators.

The Income Tax Department is inviting bids from the Managed Service Providers (MSPs) using the 'Quality-cum-Cost Based Selection' for Designing, Development, Implementation, Operations & Maintenance of Project Insight 2.0.

The RFP for Insight 2.0 can be obtained by the authorized representative of the bidder from the office of **Deputy Director of Income Tax (Systems)-Insight 2(1)(1), Income Tax Department, Room No 5001, 5th Floor, Aayakar Bhawan, Sector-3, Vaishali, Ghaziabad - 201010** by submitting a duly signed Letter of Authorization, Pre-contract Integrity Pact, Pre-contract Non-Disclosure Agreement (NDA) and paying ₹ 50,000/- (non-refundable) in the form of a crossed demand draft from any Nationalized/ Scheduled Bank drawn in favor of "The Accounts Officer, Zonal Accounts Office, CBDT, 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 with **Tender ID:2024_DREV_838109_1** on the <https://eprocure.gov.in/eprocure/app> and <https://www.incometaxindia.gov.in>.

Note: Only the vendors who have purchased the RFP from the Department will be allowed to attend the Pre-bid Conference and the bid queries will be entertained only from such vendors.

IMPORTANT DATES

ACTIVITY	DATE
Date of release of RFP	05.12.2024
Date, time and venue for 1 st pre-bid conference	19.12.2024, 10:00 AM onwards, Conference Hall, 23rd Floor, E-2 Block, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002
Date and Time for Site visit (for all Bidders)	20.12.2024
Last date for submission of queries by bidders	08.01.2025
Date, time and venue for 2 nd pre-bid conference	To be communicated in due course
Response to bidders' queries by the Department	31.01.2025
Bid Submission Start Date	14.02.2025
Bid Submission End Date	28.02.2025



इनसाइट 2.0 के डिजाइन, विकास, कार्यान्वयन, प्रचालन और रखरखाव के लिए प्रबंधित सेवा प्रदाता (एमएसपी) के चयन के लिए निविदा आमंत्रण सूचना।

निविदा संदर्भ सं. RFP/इनसाइट 2.0/2024-25 दिनांक 05.12.2024

आयकर विभाग इनसाइट 2.0 परियोजना के डिजाइन, विकास, कार्यान्वयन, प्रचालन और रखरखाव के लिए एक प्रबंधित सेवा प्रदाता (एमएसपी) नियुक्त करना चाहता है।

प्रोजेक्ट इनसाइट आयकर विभाग की एक डेटा वेयरहाउसिंग और बिजनेस इंटेलिजेंस परियोजना है। इसका उद्देश्य स्वैच्छिक अनुपालन और परिवर्धित करदाता सेवाओं में सुधार के लिए नॉन-इन्डूसिव सूचना से प्रेरित क्रियान्वयन को मजबूत बनाना है।

प्रोजेक्ट इनसाइट का प्रयोग विभिन्न सूत्रों से सूचना प्राप्त कर आसूचना और विश्लेषण करके कर आधार को व्यापक और विस्तृत बनाने, जोखिम निर्धारण क्षमता में सुधार करने, धोखाधड़ी और राजस्व की हानि का पता लगाने, करदाता की पहुँच और अभियान के लिए क्षमताओं को बढ़ाने, विनिमय भागीदारों के लिए मजबूत ढांचा सक्षम करने, कानून, नीति निर्माण और अनुसंधान के लिए सहयोग करने तथा महत्वपूर्ण कार्य-निष्पादन सूचकों का मूल्यांकन करने के लिए किया जाता है।

आयकर विभाग प्रोजेक्ट इनसाइट 2.0 की डिजाइनिंग, विकास, कार्यान्वयन, प्रचालन और रखरखाव के लिए 'गुणवत्ता-सह-लागत पर आधारित चयन' के प्रयोग से प्रबंधित सेवा प्रदाताओं (एमएसपी) से निविदाएं आमंत्रित करता है।

इनसाइट 2.0 के लिए आरएफपी बोलीदाता के अधिकृत प्रतिनिधि द्वारा उप निदेशक, आयकर (सिस्टम) - इनसाइट 2(1)(1), आयकर विभाग, कमरा नंबर 5001, 5वीं मंजिल, आयकर भवन, सेक्टर-3, वैशाली, गाजियाबाद - 201010 के कार्यालय से विधिवत हस्ताक्षरित प्राधिकरण पत्र, अनुबंध-पूर्व सत्यनिष्ठा संधि, गैर-प्रकटीकरण समझौता (एनडीए) जमा करके और किसी भी राष्ट्रीयकृत/अनुसूचित बैंक से "लेखा अधिकारी, आंचलिक लेखा कार्यालय, सीबीडीटी, नई दिल्ली" के पक्ष में तैयार, नई दिल्ली में देय क्रॉसड डिमांड ड्राफ्ट के रूप में ₹ 50,000/- (अप्रतिदेय) का भुगतान करके प्राप्त किया जा सकता है।

आरएफपी निविदाएं जमा करने की अंतिम तिथि तक कार्यालय समय में सभी अनवकाश दिवसों पर उपलब्ध रहेगा। सभी दस्तावेजों का प्रारूप और निविदा आईडी: **2024_DREV_838109_1** सहित अन्य विवरण वेबसाइट <https://eprocure.gov.in/eprocure/app> व <https://www.incometaxindia.gov.in> पर उपलब्ध हैं।

नोट : केवल विभाग से आरएफपी खरीदने वाले विक्रेताओं को ही निविदा-पूर्व सभा में भाग लेने की अनुमति होगी एवं ऐसे विक्रेताओं के निविदा संबंधी प्रश्नों पर विचार किया जाएगा।

महत्वपूर्ण तिथियाँ

क्रियाकलाप	तिथि
आरएफपी जारी करने की तिथि	05.12.2024
पहली निविदा-पूर्व सभा की तिथि, समय और स्थान	19.12.2024 प्रातः 10:00 बजे से सम्मेलन कक्ष, ई-2 ब्लॉक, 23वीं मंजिल, डॉ. श्यामा प्रसाद मुखर्जी सिविक सेंटर, मिंटो रोड, नई दिल्ली-110002
साइट विज़िट करने की तिथि और समय स्थान (सभी बोलीदाताओं के लिए)	20.12.2024
पूछताछ करने की अंतिम तिथि और समय	08.01.2025
दूसरी निविदा-पूर्व सभा की तिथि, समय और स्थान	यथासमय सूचित किया जाएगा
आयकर विभाग द्वारा बोलीदाताओं के प्रश्नों का उत्तर	31.01.2025
निविदा प्रस्तुत करने की प्रारंभ तिथि	14.02.2025
निविदा प्रस्तुत करने की अंतिम तिथि	28.02.2025

Letter of Authorization for purchasing the RFP

(To be provided on official company letter head)

To,

Additional Director General of Income Tax (Systems)-2,

Room Number 6001, 6th Floor.

Aayakar Bhawan, Sector – 3, Vaishali

Ghaziabad, Uttar Pradesh – 201010

Sub: Authorization Letter for purchasing the tender documents

Ref: Your Tender Ref No. RFP XXXXXXXXXXXXXXXX dated DD.MM.YYYY

Dear Sir,

This is with reference to the Notice Inviting Tender (NIT) for Request For Proposal (RFP) for Selection of Managed Service Provider (MSP) for Designing, Development, Implementation, Operations and Maintenance of Insight 2.0 Project.

Mr./Ms. _____ is/are hereby authorized to purchase the tender document(s) of the above Tender Ref No. XXXXXXXXXXXXXXXX dated DD.MM.YYYY 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)

Pre-Contract Integrity Pact

INTEGRITY PACT

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through the Additional Director General of Income Tax(Systems)-2, Room Number 6001, 6th Floor, Aayakar Bhawan, Sector – 3, Vaishali, Ghaziabad, Uttar Pradesh – 201010, India i.e., Purchaser (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Managed Service Provider (MSP) for Selection of Managed Service Provider (MSP) for Designing, Development, Implementation, Operations and Maintenance of Insight 2.0 Project and the BIDDER is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President 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 currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any 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 BUYER 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:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDER

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER 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 BUYER or otherwise in procuring 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 Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER 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.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

- i) "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
- ii) "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.
- iii) "financial interest/stake in the BIDDER's firm" excludes investment securities of listed companies".

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (EMD)

- 5.1 The Bidder's EMD of **INR XXXX (Amount in words to be mentioned)** deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.
- 5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3 Within 15 days of the communication of LoA by the successful bidder, the successful Bidder shall furnish the performance security (PBG) equal to 5% of the value of contract

from a commercial bank in accordance with the conditions of the Agreement, in the proforma prescribed at Annexure VII of Volume – II of the RFP.

5.4 Performance Bank Guarantee should remain valid from date of execution of Contract to the expiry of six months after the date of completion of all contractual obligations including warranty obligations.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860/ Bharatiya Nyaya

Sanhita (BNS), 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 Smt. Rashmi Verma has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the <Purchaser's entity>. His contact details are as under:
Smt. Rashmi Verma, IAS (Retd.)
D-87, Ground floor,
Panchseel Enclave
New Delhi-110017
Email: verma.rashmi@rediffmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or

intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

11. Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	Bidder
The Additional Director General of Income Tax (Systems)-2	
Income Tax Department, Department of Revenue, Ministry of Finance	

WITNESS	WITNESS
1.	1.
2.	2.

Pre-Contract Non-Disclosure Agreement (NDA)

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 Additional Director General of Income Tax (Systems)-2, Room Number 6001, 6th Floor, Aayakar Bhawan, Sector – 3, Vaishali, Ghaziabad, Uttar Pradesh – 201010, 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) for Designing, Development, Implementation, Operations and Maintenance of Insight 2.0 Project ' 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 advice 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)