



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

Notice inviting 'Bids for Selection of a Managed Service Provider (MSP) for Design, Development, Implementation, Operations and Maintenance of PAN 2.0 Project of the Income Tax Department

Tender Ref. No. RFP/ADG(S)-1/PAN2.0/2024-25 dated 27th August 2024

The Income Tax Department intends to engage a Managed Service Provider (MSP) to Design, Develop, Implement, Operate and Maintain the PAN 2.0 Project.

The Permanent Account Number (PAN) is allotted/issued by the Income Tax Department (ITD) to any person for the purpose of identification. Similarly, Tax Deduction and Collection Account Number (TAN) is issued by the ITD to persons responsible for deducting tax at source or who are required to collect tax at source. Presently, the receipt, verification, digitization of applications, printing and dispatch of PAN cards and storage of physical as well as scanned PAN application form are outsourced to PAN Service Providers and TAN related activities are outsourced to TAN Service Provider. The activities related to PAN and TAN allotment and PAN and TAN lifecycle maintenance are carried out by ITD via ITBA system.

The PAN 2.0 Project aims to consolidate end-to-end PAN/TAN services starting from online receipt of applications, verification of PAN/TAN applications, de-duplication, processing, allotment of PAN/TAN, issuance of e-PAN, maintenance and storage of PAN/TAN data, Online PAN Validation (OPV) services, Printing and Dispatch of PAN card, integration with stakeholders to enable technology driven transformation of Tax payer registration services for enhancing digital experience of the taxpayers/PAN holders and the ITD officials.

With this vision in mind, ITD invites bids on Lowest Cost (L1) Based Selection Method for selection of MSP for Design, Development, Implementation, Operations and Maintenance of PAN 2.0 Project of the Income Tax Department with the following broad scope of requirements –

1. Design, procure, develop, install, commission, operate, and maintain all infrastructure components, including hardware, software, networking, and PCs for the entire PAN 2.0 system
2. Ensure the complete migration of relevant legacy data (structured/ unstructured) to the new system
3. Ensure seamless integration with other internal and external systems

4. Allotment/Updation and Issuance of PAN/TAN
5. Printing and Dispatch of physical PAN cards
6. Providing OPV Services
7. Ensure the availability of skilled technical personnel for ongoing support and maintenance, including but not limited to Call Centre, Application form Verification, De-duplication, IT Help Desk, NOC / SOC, Grievance Redressal, and OPV Support teams
8. Setting – up Facility at ITD Premise

The detailed scope of work has been included in the RFP for selection of MSP for Design, Development, Implementation, Operations and Maintenance of PAN 2.0 Project of the Income Tax Department.

The RFP can be obtained by authorized representative of the bidder from, Sh. Virendra Pratap Singh, Deputy Director (Systems), O/o - Additional Director General of Income Tax (Systems) -1, Income Tax Department, Room No. 104, 1st Floor, 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 scheduled bank drawn in favor of "The Accounts Officer, Zonal Accounts Office, Central Board of Direct Taxes, New Delhi", payable at New Delhi. The RFP will be available on all working days during the office hours till the last date of submission of bids. The format of all documents and other details are available on the websites www.incometaxindia.gov.in and <https://eprocure.gov.in/eprocure/app>

Important Dates

Activity	Date
Date of release of RFP	27.08.2024
Date and Time for ITD Vaishali Office visit (for all Bidders) to assess setting up of facility for PAN 2.0 Project	17.09.2024 at 11:00 am Income Tax Department, Aayakar Bhawan, Sector -3 Vaishali, Ghaziabad – 201010
Time, Date and Venue of pre-bid conference	18.09.2024 from 10:00 am onwards Conference Room, 23rd Floor, Civic Centre, E-2 Block, Minto Road, New Delhi
Last date and time for submission of queries by bidders	30.09.2024
Response to bidder's queries by ITD	22.10.2024
Last date and time for submission of bids	18.11.2024 by 5:00 pm



भारत सरकार
वित्त मंत्रालय
आयकर विभाग
आयकर निदेशालय (पद्धति)

आयकर विभाग की पैन 2.0 परियोजना के डिजाइन, विकास, कार्यान्वयन, संचालन और रखरखाव के लिए प्रबंधित सेवा प्रदाता (एमएसपी) के चयन हेतु निविदा आमंत्रण सूचना।

निविदा संदर्भ संख्या आरएफपी/एडीजी (एस)-1/ पैन 2.0/2024-25 दिनांक 27 अगस्त 2024

आयकर विभाग द्वारा पैन 2.0 परियोजना के डिजाइन, विकास, कार्यान्वयन, संचालन और रखरखाव के लिए एक प्रबंधित सेवा प्रदाता (एमएसपी) को नियुक्त करने का विचार है।

स्थायी खाता संख्या (पैन) आयकर विभाग (आईटीडी) द्वारा किसी भी व्यक्ति को पहचान के उद्देश्य से आवंटित/जारी किया जाता है। इसी प्रकार, कर कटौती एवं संग्रहण खाता संख्या (टैन) आयकर विभाग द्वारा उन व्यक्तियों को जारी किया जाता है जो स्रोत पर कर कटौती के लिए जिम्मेदार हैं या जिन्हें स्रोत पर कर एकत्र करना आवश्यक है। वर्तमान में, आवेदनों की प्राप्ति, सत्यापन, डिजिटलीकरण, पैन कार्ड की छपाई और प्रेषण तथा भौतिक और स्कैन किए गए पैन आवेदन फॉर्म के भंडारण को पैन सेवा प्रदाताओं को आउटसोर्स किया जाता है और टैन से संबंधित गतिविधियों को टैन सेवा प्रदाताओं को आउटसोर्स किया जाता है। पैन और टैन आवंटन और पैन और टैन सतत रखरखाव से संबंधित गतिविधियों को आयकर विभाग द्वारा आईटीबीए पद्धति के माध्यम से किया जाता है।

पैन 2.0 परियोजना का उद्देश्य पैन/ टैन सेवाओं को आद्योपान्त समेकित करना है जिसके अंतर्गत आवेदनों की ऑनलाइन प्राप्ति पैन/टैन आवेदनों का सत्यापन, डी-डुप्लीकेशन, प्रसंस्करण, पैनाटैन डेटा का रखरखाव और भंडारण, ऑनलाइन पैन सत्यापन (ओ.पी.वी.) सेवाएँ, पैन कार्ड की छपाई और प्रेषण एवं हितधारकों के साथ एकीकरण शामिल है ताकि करदाता पंजीकरण सेवाओं के प्रौद्योगिकी संचालित परिवर्तन को सक्षम बनाते हुए करदाता/पैनधारकों एवं आयकर विभाग अधिकारियों के डिजिटल अनुभवों को संवर्द्धित किया जा सके।

इस परिकल्पना को ध्यान में रखते हुए, आयकर विभाग पैन 2.0 परियोजना के डिजाइन, विकास, कार्यान्वयन, संचालन और रखरखाव के लिए एमएसपी के चयन हेतु न्यूनतम लागत (L1) आधारित चयन पद्धति पर निविदाएं आमंत्रित करता है, जिसमें आवश्यकताओं का व्यापक कार्यक्षेत्र निम्नलिखित है –

1. संपूर्ण पैन 2.0 प्रणाली के लिए हार्डवेयर, सॉफ्टवेयर, नेटवर्किंग और पीसी सहित सभी बुनियादी ढांचे के घटकों का डिजाइन, क्रय, विकास, स्थापना, प्रारंभ, प्रचालन और रखरखाव करना।
2. प्रासंगिक पारंपरिक डेटा (संरचित/असंरचित) का नई पद्धति में पूर्ण स्थानांतरण सुनिश्चित करना।
3. अन्य आंतरिक और बाह्य प्रणालियों से निर्बाध एकीकरण सुनिश्चित करना।
4. पैन/टैन का आवंटन/अद्यतन और जारी करना।
5. भौतिक पैन कार्ड की छपाई और प्रेषण
6. ओपीवी सेवाएं प्रदान करना।

7. निरंतर सहायता और रखरखाव के लिए कुशल तकनीकी कर्मियों की उपलब्धता सुनिश्चित करना, जिसमें कॉल सेंटर, आवेदन पत्र का सत्यापन, डी-डुप्लीकेशन, आईटी हेल्प डेस्क, एनओसी / एसओसी, शिकायत निवारण और ओपीवी सहायता टीम सम्मिलित है लेकिन सीमित नहीं।
8. आयकर विभाग परिसर में सुविधा स्थापित करना

आयकर विभाग की पैन 2.0 परियोजना के डिजाइन, विकास, कार्यान्वयन, प्रचालन और रखरखाव के लिए एमएसपी के चयन हेतु आरएफपी में कार्य का विस्तृत कार्य-क्षेत्र शामिल किया गया है।

बोलीदाता के अधिकृत प्रतिनिधि आरएफपी को श्री वीरेंद्र प्रताप सिंह, उप निदेशक (पद्धति), कार्यालय – अपर महानिदेशक (पद्धति) -1, आयकर विभाग, कमरा नंबर 104, प्रथम तल, आयकर भवन, सेक्टर -3, वैशाली, गाजियाबाद - 201010 से प्राधिकरण पत्र, प्राप्ति की पावती, गैर-प्रकटीकरण समझौता (एनडीए), अनुबंध-पूर्व अखंडता संधि और किसी भी अनुसूचित बैंक से क्रॉसड डिमांड ड्राफ्ट के रूप में ₹ 20,000/- (अप्रतिदेय) का भुगतान करके प्राप्त कर सकते हैं, जो "लेखा अधिकारी, क्षेत्रीय लेखा कार्यालय, केंद्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली" के पक्ष में नई दिल्ली में देय हो। आरएफपी, निविदाओं को जमा करने की अंतिम तिथि तक कार्यालय समय के दौरान सभी कार्य दिवसों में उपलब्ध रहेगा। सभी दस्तावेजों का प्रारूप और अन्य विवरण वेबसाइट www.incometaxindia.gov.in और <https://eprocure.gov.in/eprocure/app> पर उपलब्ध हैं।

महत्वपूर्ण तिथियाँ

कार्यकलाप	दिनांक
आरएफपी जारी करने की तिथि	27.08.2024
पैन 2.0 परियोजना के सुविधा स्थापना निर्धारण हेतु आयकर विभाग, वैशाली कार्यालय विज़िट करने की तिथि और समय (सभी बोलीदाताओं के लिए)	17.09.2024 को प्रातः 11:00 बजे आयकर विभाग, आयकर भवन, सेक्टर-3 वैशाली, गाजियाबाद – 201010
बोली-पूर्व परामर्श का समय, तिथि और स्थान	18.09.2024 प्रातः 10:00 बजे से शुरू सम्मेलन कक्ष, 23वीं मंजिल, सिविक सेंटर, ई-2 ब्लॉक, मिंटो रोड, नई दिल्ली
बोलीदाताओं द्वारा पूछताछ करने की अंतिम तिथि और समय	30.09.2024
आयकर विभाग द्वारा बोलीदाताओं के प्रश्नों का उत्तर	22.10.2024
निविदाएं प्रस्तुत करने की अंतिम तिथि और समय	18.11.2024 सांय 5:00 बजे तक

Integrity Pact

This Agreement (hereinafter called the Integrity Pact) is made on ___day of the month of _____ 2024, between, the President of India acting through Additional Director General of Income Tax (Systems) -1, Income Tax Department, Government of India having its office at Aayakar Bhawan, Sector -3, Vaishali, Ghaziabad – 201010 (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 engage, under laid down organizational procedures, the Managed Service Provider (MSP) for ‘Design, Development, Implementation, Operation and Maintenance of PAN 2.0 Project’ of the Income Tax Department. 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) and Contractor(s).

In order to achieve this, the Principal will appoint Independent External Monitor (IE) 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 Bharatiya Nyaya Sanhita/Prevention of Corruption Act (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.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal particularly with respect to prices, specifications, certifications, subsidiary contracts, submission or non-submission 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 Bharatiya Nyaya Sanhita/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, if any. All the payments made to the India agent/representative 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) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs 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 of this Integrity Pact, 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 principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. 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 (herein after referred as '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. He / She reports to the Additional Director General (ADG) of Income Tax (Systems) - 1, Income Tax Department.
3. Smt. Rashmi Verma IAS (Retd.) has been appointed as Independent External Monitor for overseeing and implementation of this Integrity Pact. Her contact details are as under –

Smt. Rashmi Verma, IAS (Retd.)

D-87, Ground floor,

Panchsheel Enclave

New Delhi-110017

Email: verma.rashmi@rediffmail.com

4. The Bidder(s)/Contractor(s) accepts that the Monitor 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) / Sub-Contractor(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 Monitor shall inform Additional Director General of Income Tax (Systems) - 1, 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, she 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 non-binding 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 Additional Director General of Income Tax (Systems) -1, Income Tax Department within 8 to 10 weeks from the date of reference or intimation to her by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Additional Director General of Income Tax (Systems) - 1, Income Tax Department, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita / PC Act, and the Additional Director General of Income Tax (Systems) - 1, 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" 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(s) 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder(s) 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 Additional Director General of Income Tax (Systems) -1, 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 Monitor.
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)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(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,

Additional Director General of Income Tax (Systems) -1,
Income Tax Department,
Room Number 8001, 8th floor Aayakar Bhawan,
Sector – 3, Vaishali, Ghaziabad,
Uttar Pradesh – 201010

Dear Madam,

Sub: Authorization Letter for purchasing the tender documents

Ref: Your Tender Reference No. RFP/ADG(S)-1/PAN2.0/2024-25 dated 27.08.2024

This is in reference to the Notice Inviting Tender for Selection of Managed Service Provider (MSP) for Design, Development, Implementation, Operation and Maintenance of PAN 2.0 Project

Mr./ Ms. _____ is hereby authorized to purchase the tender documents of the Tender Reference No. RFP/ADG(S)-1/PAN2.0/2024-25 and other related document(s) dated 27.08.2024 on behalf of our organization.

The specimen signature is attested below:

Name:

(Specimen Signature of Representative)

Signature of Authorized 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 authorized 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 authorized representative Additional Director General of Income Tax (Systems) - 1, Income Tax Department, Government of India having its office at Aayakar Bhawan, Sector -3, Vaishali, Ghaziabad – 201010, hereinafter referred to as Purchaser, (which expression shall unless repugnant to the context include representatives, successors and permitted assigns) of the First Part hand,

AND

<***>, a Company incorporated under the Companies Act, 1956 or any other services company law as per section 2(20) of the Indian Companies Act 2013, having its 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 RFP inviting various organizations for 'Selection of Managed Service Provider for 'Design, Development, Implementation, Operation and Maintenance of PAN 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 Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) 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 Authorized Signatory)