

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-04-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-04-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department For Promotion Of Industry & Internal Trade
संगठन का नाम/Organisation Name	Invest India
कार्यालय का नाम/Office Name	Vigyan Bhawan
वस्तु श्रेणी /Item Category	Hiring of Multimedia Creative Consultants - Manpower Based - Account Manager (Senior Account Manager); Off Site; Act as lead client contact Manage and grow client relationships Oversee project delivery timelines Communicate progress to stakeholder.. , Hiring of Multimedia Creative Consultants - Manpower Based - Graphic Designer; Off Site; Support design for print and digital> Develop layouts and visual content> Follow brand identity guidelines> Collaborate with senior designers> Apply design best .. , Hiring of Multimedia Creative Consultants - Manpower Based - Data Visualizer; Off Site; Data Visualizer; 5-8 , Hiring of Multimedia Creative Consultants - Manpower Based - Senior Graphic Designer; Off Site; Provide overall creative direction Lead multiple design projects from concept to delivery Create original illustrations and infographics Manage, review.. , Hiring of Multimedia Creative Consultants - Manpower Based - Video Editor; Off Site; Develop video concept, assemble and edit raw footage Add sound, music, and graphics Correct color, lighting, and visuals Synchronize audio and video Deliver final ed.. , Hiring of Multimedia Creative Consultants - Manpower Based - Video Animator; Off Site; Develop animation concepts and storyboards> Create characters, scenes, and backgrounds> Design sets and animated environments> Collaborate with designers and edito.. , Hiring of Multimedia Creative Consultants - Manpower Based - Copywriter; Off Site; Interpret briefs and develop concepts Write clear, engaging, and original copy Research client needs and target audiences Collaborate with creative and account team..
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	650 Lakh (s)

बिड विवरण/Bid Details	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/ Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/ Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य / Estimated Bid Value	21400000
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	750000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

VP_Finance

Invest India, Block 7,9, Jodhpur Officer's Hostel, Pandara Road, New Delhi-110003
(Invest India)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also

subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work/Creative Brief:[1774080470.pdf](#)

NDA format:[1774080478.pdf](#)

Any other criteria required for eligibility/pre-qualification may be uploaded here.Also specify the documents to be uploaded by Service Provider in Compliance of this condition:[1774080486.pdf](#)

Payment Terms:[1774080495.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:To be informed later

Presentation Venue:Invest India, Block 7,9, Jodhpur Officer's Hostel, Pandara Road, New Delhi-110003

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue

27-03-2026 15:00:00	<p>Please find below the details of Webex meeting.</p> <p>Pre-Bid Meeting for Selection of Creative Agency Hosted by Invest India</p> <p>https://investindiavc.webex.com/investindiavc/j.php?MTID=me7f10e7b83f9f865cc4fbaa7b897e6c7 Friday, 27 March, 2026 15:00 1 hour (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2512 109 1984 Password: PUpDs34k9M5</p> <p>Join by video system Dial 25121091984@investindiavc.webex.com You can also dial 210.4.202.4 and enter your meeting number.</p> <p>Join by phone +91-11-6480-0114 India Toll (Delhi) +91-22-6480-0114 India Toll (Mumbai)</p> <p>Access code: 251 210 91984</p>
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Hiring Of Multimedia Creative Consultants - Manpower Based - Account Manager (Senior Account Manager); Off Site; Act As Lead Client Contact Manage And Grow Client Relationships Oversee Project Delivery Timelines Communicate Progress To Stakeholder.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Account Manager (Senior Account Manager)
Deployment of Resource	Off Site
Qualification required	Act as lead client contact Manage and grow client relationships Oversee project delivery timelines Communicate progress to stakeholders Handle escalations and critical issues Lead the creative vision and ensure all deliverables align with brand
Total years of Experience (in Years)	Minimum 10
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Graphic Designer; Off Site; Support Design For Print And Digital> Develop Layouts And Visual Content> Follow Brand Identity Guidelines> Collaborate With Senior Designers> Apply Design Best .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Graphic Designer
Deployment of Resource	Off Site
Qualification required	Support design for print and digital> Develop layouts and visual content> Follow brand identity guidelines> Collaborate with senior designers> Apply design best practices>
Total years of Experience (in Years)	5-8
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Data Visualizer; Off Site; Data Visualizer; 5-8 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Data Visualizer
Deployment of Resource	Off Site
Qualification required	Data Visualizer
Total years of Experience (in Years)	5-8
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Senior Graphic Designer; Off Site; Provide Overall Creative Direction Lead Multiple Design Projects From Concept To Delivery Create Original Illustrations And Infographics Manage, Review.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Senior Graphic Designer
Deployment of Resource	Off Site
Qualification required	Provide overall creative direction Lead multiple design projects from concept to delivery Create original illustrations and infographics Manage, review and refine junior designers work Ensure brand consistency in all designs Stay updated with des
Total years of Experience (in Years)	9-10 yrs
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Video Editor; Off Site; Develop Video Concept, Assemble And Edit Raw Footage Add Sound, Music, And Graphics Correct Color, Lighting, And Visuals Synchronize Audio And Video Deliver Final Ed.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Video Editor
Deployment of Resource	Off Site
Qualification required	Develop video concept, assemble and edit raw footage Add sound, music, and graphics Correct color, lighting, and visuals Synchronize audio and video Deliver final edits aligned with creative vision
Total years of Experience (in Years)	9-10 yrs
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Video Animator; Off Site; Develop Animation Concepts And Storyboards> Create Characters, Scenes, And Backgrounds> Design Sets And Animated Environments> Collaborate With Designers And Edito.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Video Animator
Deployment of Resource	Off Site
Qualification required	Develop animation concepts and storyboards> Create characters, scenes, and backgrounds> Design sets and animated environments> Collaborate with designers and editors> Ensure smooth timing and pacing of animation>
Total years of Experience (in Years)	7-8 yrs
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	1	<ul style="list-style-type: none"> Number of months for which selected role/resource needs to be deployed during contract period : 24

Hiring Of Multimedia Creative Consultants - Manpower Based - Copywriter; Off Site; Interpret Briefs And Develop Concepts Write Clear, Engaging, And Original Copy Research Client Needs And Target Audiences Collaborate With Creative And Account Team.. (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Role	Copywriter
Deployment of Resource	Off Site
Qualification required	Interpret briefs and develop concepts Write clear, engaging, and original copy Research client needs and target audiences Collaborate with creative and account teams Revise and refine content based on feedback
Total years of Experience (in Years)	5-7 yrs
Number of Permanent employees on the payroll	As per scope of work
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / No. of Resources as per role selected	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Ome Choudhary	110011,Room no. 217-225 , 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011	2	<ul style="list-style-type: none">Number of months for which selected role/resource needs to be deployed during contract period : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Settlement of Disputes

Amicable Settlement: In case of any dispute arising between the Invest India and selected bidder regarding any matter under the tender, party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute shall consider the Notice and respond to it in writing within 30 (thirty) days after receipt. If that Party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that Party, clause 6.43.2 shall become applicable.

Arbitration: In the case of dispute arising upon or in relation to or in connection with the tender between Invest India and the selected bidder, which has not been settled amicably under the provisions of the above clause 6.43.1, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator, appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

The venue and place of arbitration proceedings shall in India at New Delhi and the language of the Arbitration proceedings and that of all documents and comm

communications between the Parties shall be English.

The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by Invest India and the Service Provider. All Arbitration awards shall be in writing and shall state the reasons for the award.

Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the tender,

All incidental expenditures incurred in relation thereto in preparation, presentation of documents related to the dispute in connection shall be independently borne by the respective parties.

2. Termination of Agreement

3. Invest India may, without prejudice to any other rights or remedies available under law or the agreement, terminate the contract, in whole or in part, if the selected bidder commits any of the following events of default:

- a. Failure to meet delivery, installation, customization, implementation, Go-Live, data migration, legacy data extraction or conversion, or any other milestone or deliverable within the timelines specified under the Agreement or the applicable Scope of Work, unless such delay is expressly condoned by Invest India in writing.
- b. Persistent or material deficiencies in performance, including repetitive software or hardware failures, poor quality of services, or inability to maintain agreed service levels after Go-Live.
- c. Breach of any material term of the Agreement or Scope of Work or failure to comply with applicable laws, rules, or regulations, including data protection and information security requirements, to the extent such breach is capable of being cured.
- d. Repeated breaches of the Agreement or Scope of Work on more than three (3) occasions, whether or not such breaches are individually cured, as determined at the sole discretion of Invest India.
- e. Insolvency, bankruptcy, compulsory or voluntary liquidation of the selected bidder (other than for reconstruction or amalgamation approved by Invest India), or appointment of a receiver over its assets.
- f. Engagement in corrupt, fraudulent, coercive, or collusive practices in competing for or executing the Agreement, or submission of any false or misleading statement or representation having a material effect on the rights, obligations, or interests of Invest India.
- g. Placement in a position of conflict of interest or failure to promptly disclose any actual or potential conflict of interest to Invest India.
- h. Inability to perform a material portion of the services due to a Force Majeure event for a continuous period of not less than sixty (60) days.
- i. Cumulative penalties imposed under the Agreement reaching or exceeding ten p

ercent (10%) of the total Agreement Value.

In the event of occurrence of any default referred to in (a) to (c) Invest India shall issue a written notice granting the selected bidder an opportunity to cure the default within 30 days (Cure Period). If the default is not remedied within such Cure Period, Invest India may terminate the Agreement by giving not less than fifteen (15) days written notice.

In the event of occurrence of any default referred to in (d) to (i) Invest India may terminate the Agreement by giving not less than thirty (30) days' written notice to the selected bidder.

Notwithstanding anything contained elsewhere in the agreement, Invest India may terminate the agreement with immediate effect, without any prior notice, if the selected bidder engages in fraud, misconduct, or violates confidentiality or data protection obligations.

4. Execution of NDA

The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the INVEST INDIA. As the selected Bidder will have access to the data/information of the INVEST INDIA while implementing the project as per defined scope under RFP, Invest India will require the Bidder to sign a non-disclosure agreement along with the contract in the NDA format (ANNEXURE V-CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT) provided by the Invest India, undertaking not to disclose or part with any information relating to the INVEST INDIA and its data to any person or persons, as may come into possession of the Bidder during course of the implementation and security integration. All expenses and costs for execution of the Contract/ Agreement and NDA shall be borne by the bidder. Notwithstanding anything contained in clause 8.3. The conditions stipulated in the NDA floated from the RFP shall be strictly adhered to and any breach/violation thereof will entail termination of the Contract without prejudice to the other rights of the INVEST INDIA including forfeit of security deposit/recovery of liquidated damages as specified in this RFP or NDA.

5. Indemnity

The Bidder shall, at its own cost and expenses, defend and indemnify Invest India against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If Invest India are required to pay compensation to a third party resulting from such infringement etc., the Bidder will bear all expenses including legal fees.

INVEST INDIA will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The Bidder shall also be liable to indemnify INVEST INDIA, at its own cost and ex

penses, against all losses/damages, which INVEST INDIA may suffer on account of violation by the Bidder of any or all applicable national/ international trade laws including data protection and information security requirements.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---