



**N-22/2/2021-NeGD-Part(1)**  
**National e-Governance Division**  
**M/o Electronics and Information Technology**  
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**Date:** 27.11.2024

**Corrigendum/Addendum - IV**

**Reference: RFP for Selection of MSP for deploying, managing, and maintaining specified Gen AI models on the myScheme platform Tender ID 2024 DIT 832352 1 dated 04.11.2024 on CPP Portal – Amended RFQ along with replies to Pre-Bid queries.**

This is to inform all the prospective bidders that changes for bid submission for the e-tender invited for the work as mentioned above include the following changes:

1. Consortium clauses and its related provisions.
2. Pre-Qualification and Technical Evaluation Criteria.
3. Detailed Annexures

Additionally, the amended RFQ along with replies to pre-bid queries are also enclosed for further clarification to all bidders.

Replies to Pre-Bid queries on RFQ document for Selection of Managed Service Providers (MSP) for providing Gen-AI Models for the UTTARA Project (myScheme)			
Sr. No.	Statement as per RFQ	Query by bidder	NeGD Responses
1	<p>The models required for this Conversational AI system are:</p> <ul style="list-style-type: none"> <li>• Embedding Models: Cohere Embed Multilingual / OpenAI Text Embedding (Large)</li> <li>• LLM Models: Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro</li> </ul>	<p>Could you please confirm if any specific version for each listed GenAI model is required (e.g., gpt-4o Version 2024-08-06, gpt-4o, Version 2024-05-13)?</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) of the amended RFQ.</p>
2	<ul style="list-style-type: none"> <li>• Provide secure and scalable API keys for each model.</li> <li>• Enable multiple access levels for the myScheme development and operational teams to manage model usage effectively.</li> </ul>	<p>Could you please share additional information on the required access levels and current IAM setup? Are there any additional security requirements for API keys beyond standard best practices?</p>	<p>Please refer to Clause 4.1 (API Keys and Access Control) of the amended RFQ.</p>
3	<p>Provide detailed technical documentation on how to integrate, configure, and scale the provided models within the myScheme cloud infrastructure (currently AWS). However the solution shall be Cloud-agnostic.</p>	<p>Could you provide additional information on any specific requirements for compatibility with the myScheme's AWS infrastructure? E.g. REST API based integration or any other details etc. Are there preferred integration methods or protocols to ensure cloud-agnostic compatibility?</p>	<p>Please refer to Clause 4.1 (Documentation and Integration Support) of the amended RFQ.</p>
4	<ul style="list-style-type: none"> <li>• Ensure that each model delivers optimal performance, including low latency, scalability for concurrent users, and efficiency in multilingual and contextual understanding.</li> <li>• The models should adhere to SLAs related to response times and accuracy.</li> </ul>	<p>Could we please have additional information on the metrics? E.g. Number of Concurrent users etc. Can you clarify on the multilingual aspect?</p>	<p>Please refer to Clause 4.1 (Performance Metrics) of the amended RFQ.</p>
5	<p>Provide regular updates and patches as new versions or enhancements to the models are released.</p>	<p>Could you clarify the frequency and type of updates or patches expected (e.g., monthly, quarterly)?</p>	<p>Please refer to Clause 4.1 (Ongoing Support and Maintenance) of the amended RFQ.</p>
6	<p>Use case relevance to the myScheme platform</p> <p>Demonstration of the accuracy, efficiency, and scalability of the proposed model.</p> <p>Demonstration of API integration, data ingestion, and interaction between different models</p> <p>Demonstration of the process automation and cost optimization</p> <p>Demonstration of Unified Management Dashboard for managing API keys across different CSPs and also to check the billing and usage</p>	<p>Could you outline any specific use cases or scenarios you would like demonstrated on the myScheme platform?</p>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>

7	Uptime shall be calculated on a monthly basis and excludes any pre-approved maintenance windows.	Could we request further detail on approval details for acceptable downtime events, especially regarding system maintenance?	Please refer to Clause 10.1 (Uptime Guarantee) of the amended RFQ.
8	<p>The MSP shall provide a real-time, comprehensive dashboard with full visibility into:</p> <ul style="list-style-type: none"> <li>● Current model performance (throughput, latency, uptime).</li> <li>● Billing and token consumption for each model.</li> </ul> <p>The dashboard shall be accessible to the myScheme team 24/7 and must include alert mechanisms for any performance degradation or service outage.</p>	Could you specify any particular features or analytics capabilities expected in the management dashboard, such as user access control or detailed cost breakdowns?	Please refer to the amended RFQ.
9	<p>The bidder is required to provide a unified management dashboard for the myScheme team. This dashboard must facilitate the administration of API keys across all CSPs involved in the service provision, while offering comprehensive visibility into billing and token consumption. The dashboard must allow real-time tracking and clear breakdowns of costs and usage per CSP, ensuring transparency and control over the GenAI services.</p>	What is the expected timeline for delivery of the Dashboard?	Please refer to the amended RFQ.
10		<p>How many environments (e.g., Production, Staging, Development) are expected to be managed within this framework?</p> <p>Are there any specific isolation or security requirements for different environments?</p>	Please refer to the amended RFQ.
11		<p>It is requested to add Command R and Command R plus GenAI models in the list. Both are highly efficient and provide enterprise grade LLM. Following are key features of the command R models:</p> <ol style="list-style-type: none"> <li>1. User prompt can be up to 128,000 tokens and response can be up to 4,000 tokens for each run.</li> <li>2. Optimized for conversational interaction and long context tasks. Ideal for text generation, summarization, translation, or text-based classification.</li> <li>3. Optimized for complex tasks, offers advanced language understanding, higher capacity, and more nuanced responses, and can maintain context from its long conversation history of 128,000 tokens. Also ideal for question-answering, sentiment analysis, and information retrieval.</li> </ol>	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.

12	Sno 5 and 6, Meta LLaMa 3.2	Llama 3.2 is expected to be available in next 10 - 15 days (by 14th Nov). Price point will be same as Llama 3.1. it is requested to allow to quote Llama 3.1 which will soon be upgraded to Llama 3.2. Moreover, we keep updating the Llama versions as and when newer and more efficient versions are available.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
13	Offer technical support for any issues related to API usage, model performance, or cloud integration	a) Please confirm the timeline for providing support in terms of number of Years b) Please confirm if support needs to be provided onsite / remote ?	Please refer to Clause 4.1 (Ongoing Support and Maintenance) of the amended RFQ.
14	Ensure the pricing includes the cost of model hosting, maintenance, integration and support with the myScheme platform.	a) What are the tools deployed for ticketing and how will the issues be reported to Service Provider and how will the resolution time calculated ? b) Will Service Provider have access to the tool for closing the ticket ?	Please refer to Clause 10.5 (Response Time for Issue Resolution) of the amended RFQ.
15	Liability for Non-Compliance: In the event that the Service Provider fails to comply with the exit and transition provisions outlined in this clause, the DIC-NeGD reserves the right to impose penalties, including but not limited to forfeiture of performance guarantees and/or legal recourse for damages caused due to disruption in services or incomplete handover.	Please confirm the cap on penalty on account of Non-Compliance.	Please refer to Clause 9 (Liability for Non-Compliance) of the amended RFQ.
16	Penalty for Throughput Degradation	a) Please confirm cap of Penalty for Throughput degradation b) Please confirm overall cap of Penalty ( some total of all penalties put together)	Please refer to Page No. 6 of Ammendum/ Corrigendum - II issued vide dated: 14.11.2024
17	Failure to provide real-time visibility or to maintain the dashboard's functionalities as specified:  5% of the monthly service fee deducted for every instance of noncompliance. Any discrepancies between the reported token consumption and actual usage, or failure to apply the agreed discount, will result in a penalty of 15% of the monthly service fee, in addition to rectification of the billing errors.	Please confirm the cap on Penalty for Dashboard Non-Compliance:	Please refer to the amended RFQ.
18	The MSP shall resolve any issues related to the models, APIs, or dashboard within defined timelines	How will issues be reported to MSP ? How will Resolution time be measured ? What are the tools deployed for Ticketing and Monitoring ? OR are these tools need to be provided by MSP ?	Please refer to Clause 10.5 (Response Time for Issue Resolution) of the amended RFQ.
19	Penalty for Delay in Issue Resolution:	What is cap on penalty ?	Please refer to the amended RFQ.

20	Successful bidders shall be responsible for 24*7 monitoring and management of all AI as per defined SLAs.	a) Will monitoring happen onsite or offsite ? b) Who will provide Toolset for monitoring c) Who will provide toolset for Ticketing ?	Please refer to Clause 11 (Support Services) of the amended RFQ.
21	Successful bidders shall support the end users for deployment of applications on the cloud infrastructure.	Please share the number of End Users to be supported	Please refer to Clause 11 (Support Services) of the amended RFQ.
22	Successful bidders shall be responsible for ensuring security of AI services on cloud and cloud infrastructure from any threats and vulnerabilities. Successful bidders shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules	Please confirm the scope of work of MSP ? We believe all requisite Security Tools shall be provided by / deployed by UTTARA and MSP is responsible for monitoring only	This shall be ensured by GenAI Model OEM/Authorised Channel Partner in line with the shared documentations. Please refer to the amended RFQ.
23	Implement multi-factor authentication (MF	Who will procure Toolset for MFA ? If it is UTTARA, please share the name of MFA tool ?We believe MSP shall deploy the toolset provided by UTTARA.	Please refer to Clause 11 (Support Services) of the amended RFQ.
24	Monitoring Performance and Service Levels: Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.	What is the scope of support services expected? How should the support services for MyScheme technical team be costed and included?	Please refer to Clause 11 (Support Services) of the amended RFQ.
25	The bidder shall be required to give a technical demonstration of the proposed GenAI Models provisioning. Use case relevance to the myScheme platform	Clarification needed on "Use case relevance to MyScheme platform" evaluation criteria (10 marks) - can you explain how the model selected is relevant for the MyScheme platform usecase instead?	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
26	Demonstration of the accuracy, efficiency, and scalability of the marks proposed model	How will the accuracy, efficiency, and scalability of proposed models be evaluated? What documentation or evidence is required to demonstrate model performance?	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
27	Form CP3: Commercial Proposal (Bill of Materials). Service Categories as GenAI Models	The RFQ lists only Generative AI model and token costs. Can additional costs for model hosting, maintenance, integration, and support with the myScheme platform be included? Please clarify: Where should support service costs be added? Where should setup and provisioning costs be indicated? Where should hardware, software, and service costs be specified?	MSPs must provide documents for related services of Gen AI Models from OEM providers. Please refer to the Table 4 (Gen-AI Models Cost) of the amended RFQ.

28	<p>1. Supply the models mentioned above with proper API access and documentation for seamless integration.</p> <p>2. Ensure that the models are fully functional and accessible via API for hosting on myScheme's cloud infrastructure. (The Gen-AI models should be hosted in India only in compliance with MeitY guidelines).</p>	<p>Is it correct to assume that the model can be hosted anywhere but the model API's should be accessible in the myScheme's Cloud Infrastructure? If no what is the expectation? Are there any pre-defined list of APIs? Are there any standard template from myScheme for documenting APIs?</p>	<p>Please refer to Clause 4.1 (Deliverables) of the amended RFQ.</p>
29	<ul style="list-style-type: none"> <li>Enable multiple access levels for the myScheme development and operational teams to manage model usage effectively.</li> </ul>	<p>What are different access levels defined?</p>	<p>Please refer to Clause 4.1 (API Keys and Access Control) of the amended RFQ.</p>
30	<p>API Keys and Access Control</p> <p>Support the myScheme technical team during initial setup and integration by offering consultations and guidance for successful deployment.</p>	<p>As per "Provision of AI Models", APIs for hosted model needs to be shared. Here, is support for integration of model's API with application and deployment of application being asked? If yes, will system architecture be available on request?</p>	<p>Please refer to Clause 4.1 (Documentation and Integration Support) of the amended RFQ.</p>
31	<p>The models provided should be cloud-agnostic and deployable within myScheme's existing cloud environment.</p> <ul style="list-style-type: none"> <li>The MSP must ensure that the models can be hosted securely and with minimal infrastructure overhead within cloud providers that myScheme utilizes.</li> </ul>	<p>Please clarify if the model needs to be hosted in myScheme infrastructure as well?</p>	<p>Please refer to Clause 4.1 (Cloud Hosting Requirements) of the amended RFQ.</p>
32	<p>Project would be initially for 2 years (based on API keys provisioning),</p>	<p>Could you elaborate on the condition?</p>	<p>No Change. As per the RFQ.</p>
33	<p>Financial Evaluation/Bid:</p> <ul style="list-style-type: none"> <li>Bidders must quote per-unit rates for each token price for input and output separately.</li> <li>Ensure the pricing includes the cost of model hosting, maintenance, integration and support with the myScheme platform.</li> <li>The financial bid should be structured to allow comparison based on L1 pricing for 1 billion tokens (input and output), with additional options for scaling.</li> </ul>	<p>Which section/format covers the cost inclusion?</p>	<p>Please refer to the format in Clause 13.4.2 of the amended RFQ.</p>

34	Bidders are expected to offer substantial discounts (Above 1%) from the list price published. Any changes in the list price shall be promptly reported to NeGD and the same shall be updated on the admin dashboard as well. For any additional AI services to be utilised in future, the discount discovered shall be considered for such an additional service.	Please confirm if you are looking for a standard discount on all services from MSP.	Please refer to the Clause 'Additional Notes' under the Table 4 & Clause 12.1.5 of the amended RFQ.
35	Exclusion of Bulk or Cached API Rates	Is it restricted for all AI services or just for models?	No Change. As per the RFQ.
36	The dashboard shall be accessible to the myScheme team 24/7 and must include alert mechanisms for any performance degradation or service outage.	Is there any preferred tool for this or MSP can design the dashboard as per their wish?	Please refer to the amended RFQ.
37	Successful bidders shall support the end users for deployment of applications on the cloud infrastructure. User Administration: Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.	Is it correct to assume from the statement that MSP should be providing support to application along with model? If yes what is the format for providing the financial implications for application management support? Is it to be included along with model management support?	Please refer to Clause 11 (Support Services) of the amended RFQ.
38	(i) Pre-Qualification Criteria & (ii) Technical Evaluation Criteria:	Refer to Office memo ( No. F.8/78/2023-PPD) by department of expenditure, Procurement policy division, Ministry of finance for participation of demerged entities in public procurement opportunities. Please add the clause "In case of demerger, either the demerged entity or resultant entity( by virtue of a corporate restructuring exercise etc.) will be allowed to avail of the credentials for five years from the date of demerger ratified by competent authority."	Please refer to Clause 8 (1) (Pre-Qualification Criteria) and Clause 8 (2) (Technical Evaluation Criteria) of the amended RFQ.
39	Requirement not included	From a solution completeness point of view, please share how you will manage the Caching and storage for data ingested / collected or generated during generating responses for the users. Please consider inclusion of Vector DB in the solution	No Change. As per the RFQ.
40	Requirement not included	From a solution completeness point of view, please share how you will manage Data ingestion, transformation & storage for different input data types like text, docs, PDF, images, videos etc. that will form a critical part of the solution. Please consider inclusion of Crawlers or Data ingestion solutions for building ETL pipelines to ensure building a holistic solution.	No Change. As per the RFQ.

41	<p>The models required for this Conversational AI system are:</p> <ul style="list-style-type: none"> <li>• Embedding Models: Cohere Embed Multilingual / OpenAI Text Embedding (Large)</li> <li>• LLM Models: Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro</li> </ul>	<p>We request to consider other open sources models and also models from other OEMs like NVIDIA for the same usecase.</p> <p>E.g: Embedding Models: Nvidia-EmbedQA-Mistral-7B v2, NV-EmbedQA-E5-v5</p> <p>LLM Models: llama-3.1-405b-instruct, llama-3.1-nemotron-70b-instruct</p> <p>Which give advanced performance.Request to modify clause accordingly</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) of the amended RFQ.</p>
42	<p>Experience in AI/ML Services: The bidder must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p> <p>Work orders or completion certificates from clients for relevant projects</p>	<p>Requesting you to consider the CSP who have provided models to the end customer to built AI/ML projects on top of these models in the past 3 years, with at least one of these projects involving the use of Generative AI models. Necessary supportive customer PO/ certification can be provided from customers to whom these models have been provided.</p>	<p>Please refer to Table 2 (Pre-Qualification Criteria for the MSPs) of the amended RFQ.</p>
43	<p>Experience in deploying GenAI models in the past 3 years</p>	<p>As these are advanced newer technologies ,kindly consider providing relaxation on number of projects and request to ammend the clause as follows : Experience in deploying GenAI models in the past 3 years</p> <ul style="list-style-type: none"> <li>• 3 + projects based on GenAI models (20 marks)</li> <li>• 1- 3 projects based on GenAI models (10 marks)</li> </ul>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>
44	<p>Table 4: Gen-AI Models Cost</p>	<p>We request to consider other advance models as like Embedding Models: NV-EmbedQA-Mistral-7B v2, NV-EmbedQA-E5-v5</p> <p>LLM Models: llama-3.1-405b-instruct, llama-3.1-nemotron-70b-instruct of other which give advanced level of performance.Request to modify clause in commercial table 4 as well for inclusion of these added model as per its respective public price.</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) &amp; Table 4 (Gen-AI Models Cost) of the amended RFQ.</p>
45	<p>Implement multi-factor authentication (MFA)</p>	<p>Request you to consider the OAuth 2.0 or Token Base authentication which is widely used for API Endpoint for the model interaction along side Implement multi-factor authentication (MFA) and amend clause accordingly.</p>	<p>Please refer to Clause 11 (Support Services) of the amended RFQ.</p>
46	<p>MeitY Empanelment: The bidder must be a Managed Service Provider of the MeitY empanelled CSP for at least 1 year.</p>	<p>Can Meity Empanelled CSP be the MSP/Lead Bidder for this opportunity ? Kindly allow MeitY empanelled CSP to partiapipte as bidders.</p>	<p>Please refer to Table 2 (Pre-Qualification Criteria for the MSPs) of the amended RFQ.</p>
47	<p>Bidder Entity: The bidder should participate as a single entity, no consortium or group companies will be allowed.</p>	<p>Kindly allow Consortium.</p>	<p>Please refer to Clause 6.1 (Bidding Consortium) of the amended RFQ.</p>

48	<p>The Bidder should be authorized partner MeitY empanelled Proposed CSP.  *CSP attested copy.. i)Minimum 2 years - 5 Marks  ii) &gt;2yrs &lt;4 years – 7 Marks  iii) &gt;4 years – 10 Marks</p>	<p>For competitive fairplay and inclusion of newer credible MeityEmpanelled CSP as bidders ,we request relaxation on number of years of presence and seek ammend of the clause as follows: The Bidder should be MeitY empanelled CSP or authorized partner of MeitY empanelled CSP. Specification  i)&lt; 1 years - 5 Marks  ii) &gt; 1 years &lt;2 years – 7 Marks iii) &gt; 2 years -10 marks</p>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>
49	<p>&lt;Generic Query&gt;</p>	<p>We understand that as part of this RFP NeGD aims to create a marketplace OF LLMS and with the flexibility of selecting any models for their projects. hence we propose that there should be empanelment of MSPs where every MSP to list all the models across CSPs with public pricing available in India. Once there is project requirement ex. Myscheme-the MSP will rework with the OEMs to provide discount/pricing for the project.  The current RFP has multiple challenges and is restricting participation,  1/There are proprietary models that have been asked ex Google Gemini, azure-OpenAI etc. The approach should be cloud agnostic model  2/ The overall solutioning is missing in the RFP. The models are to be sources across CSPs and hence security, safeguards, model evaluation tools, performance etc has to be carefully curated in order to ensure that performance benchmarks of the projects are met.  3/ In the case of using multiple CSPs, who will be responsible for bearing the costs of additional services such as Data Transfer Out, Security services (Threat Detection, IPS, Anti-DDoS) on other CSP platforms, hosting and maintenance of services, unified dashboard etc</p>	<p>Please refer to the amended RFQ.</p>
50	<p>&lt;Generic Query&gt;</p>	<p>While current RFP only asks for model pricing, we would recommend to consider expanding the scope of the offered platform to include additional critical features:  1. Model Evaluation Tools: Offered platform should provide tools for both automatic and human-based evaluation of models. These tools would assess models based on key metrics such as accuracy, toxicity, and robustness. This addition would provide a more comprehensive understanding of model performance and suitability for various use cases.  2. Safeguards: Offered platform should include out-of-the-box safeguards to detect and block potentially harmful user inputs, model responses, and prompt attacks. These features are essential for ensuring the safe deployment of GenAI models, especially in citizen-facing applications.</p>	<p>Please refer to the amended RFQ.</p>

51	<Generic Query>	There are proprietary models for Microsoft, Google which is being discovered. Hence for price discovery Amazon model Titan pricing to be discovered as well.	No Change. As per the RFQ.
52	<Generic Query>	As part of this RFP Cloud agnostic models should be discovered.	Please refer to Clause 4.1 (Cloud Hosting Requirements) of the amended RFQ.
53	<p>The bidder is permitted to offer Generative AI (GenAI) models from multiple Cloud Service Providers (CSPs). For instance, a bidder may provide an embedding model from one CSP and a Large Language Model (LLM) from another CSP.</p> <p>The bidder is required to provide a unified management dashboard for the myScheme team. This dashboard must facilitate the administration of API keys across all CSPs involved in the service provision, while offering comprehensive visibility into billing and token consumption. The dashboard must allow real-time tracking and clear breakdowns of costs and usage per CSP, ensuring transparency and control over the GenAI services.</p>	<p>Please clarify:</p> <p>1: If a bidder offers GenAI models from multiple CSPs, does the bidder need to be empaneled with each of these CSPs for at least 1 year, as per PQ clause 2?</p> <p>2: In the case of using multiple CSPs, who will be responsible for bearing the costs of additional services such as Data Transfer Out, Security services (Threat Detection, IPS, Anti-DDoS) on other CSP platforms?</p> <p>We recommend leveraging a single CSP for offering the GenAI models. This approach would likely result in better manageability and a lower Total Cost of Ownership (TCO).</p>	Please refer to Clause 8 (v) (Work Allocation) of the amended RFQ.
54	The bidder shall submit the price for only one model in each category. For example, in the case of the embedding model (Sl. No. 1), the bidder is required to submit prices for either Cohere Embed Multilingual or OpenAI Text Embedding (Large). Similarly, for the language model (Sl. No. 2), the bidder shall submit the input token price for Anthropic Claude 3 Sonnet, Meta LLaMa 3.5, or OpenAI GPT-4o.	<p>We understand that there are 2 category</p> <p>1) Embedding</p> <p>2) LLM , so we will need to fill the data for a total of only 3 line items</p> <p>1) Either Embed or Open AI multilingual</p> <p>2) Anthropic Claude 3 sonnet/ Meta Llama 3.2/ Open AI/ Gemini - Input and Output. Please confirm</p>	Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) & Table 4 (Gen-AI Models Cost) of the amended RFQ.
55	The bidder shall submit the price for only one model in each category. For example, in the case of the embedding model (Sl. No. 1), the bidder is required to submit prices for either Cohere Embed Multilingual or OpenAI Text Embedding (Large). Similarly, for the language model (Sl. No. 2), the bidder shall submit the input token price for Anthropic Claude 3 Sonnet, Meta LLaMa 3.5, or OpenAI GPT-4o.	The Category is not mentioned clearly. S.NO 2 is not Anthropic Claude but it is Open AI Text Embedding. Request to please share the updated BoM clearly defining the category.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.

56	<p>If the bidder fails to quote a price for any line item, the bid will be rejected without further consideration. If the bidder intends to offer any specific line item from the BoQ at no cost, the bidder must explicitly indicate the price as zero.</p>	<p>Refer Page 17. Model Selection : It mentions "The bidder shall submit the price for only one model in each category. For example, in the case of the embedding model (Sl. No. 1), the bidder is required to submit prices for either Cohere Embed Multilingual or OpenAI Text Embedding (Large). Similarly, for the language model (Sl. No. 2), the bidder shall submit the input token price for Anthropic Claude 3 Sonnet, Meta Llama 3.5, or OpenAI GPT-4o." . Please confirm if all line items are to be filled or only 1 line item for each category</p>	<p>Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.</p>
57	<p>The bidder is required to provide a unified management dashboard for the myScheme team. This dashboard must facilitate the administration of API keys across all CSPs involved in the service provision, while offering comprehensive visibility into billing and token consumption. The dashboard must allow real-time tracking and clear breakdowns of costs and usage per CSP, ensuring transparency and control over the GenAI services</p>	<p>MSP Support cost/ development cost etc should be part of the financial bid.</p>	<p>Please refer to Clause 8 (iii) (Financial Evaluation/Bid) of the amended RFQ.</p>
58	<p>Cloud Hosting Capability: The bidder should have cloud hosting services and infrastructure available in India, as per MeitY guidelines, ensuring data localization and security compliance.</p>	<p>Please change this to - The CSP should have cloud hosting services and infrastructure available in India, as per MeitY guidelines, ensuring data localization and security compliance.</p>	<p>Please refer to Table 2 (Pre-Qualification Criteria for the MSPs) of the amended RFQ.</p>
59	<p>The Managed Service Provider (MSP) will supply and support the Gen AI models that will be integrated into the myScheme platform. The MSP will provide the models listed below, along with their API keys, allowing the myScheme team to host and manage these models within its existing cloud infrastructure.</p>	<p>Are you planning to host the models in My Scheme's current cloud infrastructure or are you planning to use the model hosted in model provider's infrastructure using an API endpoint?</p>	<p>Please refer to Clause 4.1 (Cloud Hosting Requirements) of the amended RFQ.</p>
60	<p>The models required for this Conversational AI system are:          Embedding Models: Cohere Embed Multilingual / OpenAI Text Embedding (Large)          LLM Models: Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro</p>	<p>Please confirm if the models are to be hosted in India and available from MEITY empaneled CSP datacenters.</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) of the amended RFQ.</p>

61	<p>The Managed Service Provider (MSP) will supply and support the Gen AI models that will be integrated into the myScheme platform. The MSP will provide the models listed below, along with their API keys, allowing the myScheme team to host and manage these models within its existing cloud infrastructure. The models required for this Conversational AI system are:</p> <p>1. Embedding Models: Cohere Embed Multilingual / OpenAI Text Embedding (Large) LLM Models: Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro</p>	<p>Meta Llama 3.5 seems to be a typo, please specify the correct model version that can be offered from India region. Additionally, kindly provide information on the parameter size of the offered model, as Llama models are known to range from 1 billion to 90 billion parameters.</p>	<p>Please refer to Clause 8 (iii) (Financial Evaluation/Bid) &amp; Table 4 (Gen-AI Models Cost) of the amended RFQ.</p>
62	<p>The Managed Service Provider (MSP) will supply and support the Gen AI models that will be integrated into the myScheme platform. The MSP will provide the models listed below, along with their API keys, allowing the myScheme team to host and manage these models within its existing cloud infrastructure.</p> <p>The models required for this Conversational AI system are:</p> <p>1. Embedding Models: Cohere Embed Multilingual / OpenAI Text Embedding (Large) 2. LLM Models: Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro</p>	<p>Please confirm if all model needs to be provided from India region only?</p>	<p>Please refer to Clause 4.1 (Provision of AI Models) of the amended RFQ.</p>
63	<p>Point 4: Demonstration of Use Cases *During Presentation</p> <p>Demonstration of the process automation and cost marks optimization</p>	<p>Request elaborate this use case.</p>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>
64	<p>Cloud Hosting Requirements</p> <p>The models provided should be cloud-agnostic and deployable within myScheme's existing cloud environment.</p>	<p>We would like to seek clarification regarding the cloud agnostic requirement in the specification, particularly in relation to models such as OpenAI GPT-4o and Gemini Pro. These specific models are exclusively tied to select CSPs, which appears to conflict with the cloud agnostic clause.</p>	<p>Please refer to Clause 4.1 (Cloud Hosting Requirements) of the amended RFQ.</p>

65	<p>Section-6 : Evaluation Criteria : This RFQ is valid only for MSPs of the MeitY empanelled Cloud Service Provider for deployment of GenAI Models.</p> <p>Financial Evaluation/Bid : Page-15: Ensure the pricing includes the cost of model hosting, maintenance, integration and support with the myScheme platform.</p>	<p>On Page-6 Eligibility criteria mentions that RFQ is only for MSPs for deployment of GenAI Models.</p> <p>While on Page-15: it mentions that pricing includes integration and support with MyScheme platform.</p> <p>And on Page-22 :Section-11 mentions many requirements including setting up Identity and Access management system, MIS reports and more.</p> <p>Please provide more clarity on the scope of RFQ.</p> <p>Also if RFQ expects bidder to provide more services as mentioned on Page-15 and Page-22, then please provide more details on Scope to estimate additional cloud services and effort required.</p>	Please refer to the amended RFQ.
66	Table 4: Gen-AI Models Cost	<p>BoQ on Page-16 - has multiple models - but does not mention the size of model.</p> <p>Each model type has multiple sizes. Each model size has different pricing. Please elaborate more on the model size as well to submit the price.</p>	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
67	Table 4: Gen-AI Models Cost	<p>BoQ on Page-16 - has both proprietary and open source models. Bidders submitting for open source models may quote lesser price than proprietary models because they will get no-cost or very low cost access to models. This will create biasness in pricing.</p>	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
68	The financial bid should be structured to allow comparison based on L1 pricing for 1 billion	<p>BoQ on page-16 mentions multiple models with 1Mn input tokens.. While point on Page-15 mentions that L1 pricing will determined based on 1 Billion tokens. But no weightage is given to extrapolate the pricing to 1 billion tokens from pricing of multiple models.</p> <p>Please provide how will price be scaled to 1 Billion tokens for L1 comparison.</p>	We have mentioned last coloumn as in our BOQ as multiple of 1000 for the 1mn token price. However, bidder may choose to offer lower price for the 1Bn tokens.
69	Final Submission date is 14.11.2024	Requested for 4 weeks extension for bid submission, given the complex nature of the technical solution to be proposed.	Revised Final Submission date is 13th December 2024.
70	<p>Managed MySQL DB :</p> <p>Managed PostgreSQL as a service: On Demand (Non burstable) 16 vCPU 32 GB RAM SSD Storage</p> <p>MySQL version: 8 and above</p> <ol style="list-style-type: none"> <li>1) Automated backups and point-in-time recovery</li> <li>2) Automatic Storage Increase</li> <li>3) Multi AZ architecture with Sync Replication</li> <li>4) Should support horizontal scaling by adding/removing read replicas</li> </ol>	<p>The specified vCPU to RAM ratio of 1:2 (16 vCPU, 32 GB ) isn't standard configuration for databases and isn't available with AWS &amp; Azure. Request to maintain vCPU to ratio of 1:4 or 1:8 to provide level palying field to all CSPs.</p>	Irrelevant query. Not part of the current bid.

71	Experience in AI/ML Services:	Experience in AI/ML/Cloud Services: The bidder must have implemented at least two AI/ML/Cloud projects in the past 3 years. Please amend the clause as above so, that Indian CSPs get to participate in this prestigious tender.	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
72	Average Turnover of Bidder for cloud business in past each year ending 31st March 2024 (2021-22, 2022-23, 2023-24)	Please amend the below clause for qualitative participation for Average Turnover (INR Cr): >50; 20<=to<50; 10<=to<20	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
73	Experience in deploying GenAI models in the past 3 years	Experience in deploying GenAI models/cloud services in the past 3 years: 5+ projects based on GenAI models/cloud services (20 marks) <ul style="list-style-type: none"> <li>• 3-5 projects based on GenAI models/cloud services (10 marks) Please amend the clause as above so, that Indian CSPs get to participate in this prestigious tender.</li> </ul>	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
74	Cohere Embed Multilingual / OpenAI Text Embedding (Large)	Kindly let us know if all models are needed to be provided or we can provide either of these models.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
75	Anthropic Claude 3 Sonnet / Meta LLaMa 3.5/ OpenAI GPT-4o/Gemini Pro	Kindly let us know if all models are needed to be provided or we can provide either of these models.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
76	openAI GPT-4	Do you also require MAF from all the CSPs?	Please refer to Clause 11 (Support Services) of the amended RFQ.
77	The models provided should be cloud-agnostic and deployable within myScheme's existing cloud environment.	Kindly lets us know where the cloud is hosted and which technology is being used for cloud hosting?	Please refer to Clause 4.1 (Deliverables) of the amended RFQ.
78	Experience in AI/ML Services: The bidder must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.	Request department to relax the clause as the technology is new to market and most of implementation is in pilot/POC mode. This will allow more bidders to participate in the RFP.	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
79	The Bidder should be authorized partner MeitY empanelled Proposed CSP. *CSP attested copy	Kindly let us know ifwe need to provide all CSP certification, majority of MSPs are partners with select few CSPs only.	Gen-AI models should be hosted in India only in compliance with MeitY guidelines. MSPs must provide authentic documents for related services of Gen AI Models from OEM providers. Please refer to Table 2 (Pre-Qualification Criteria for the MSPs) of the amended RFQ.

80	Experience in deploying GenAI models in the past 3 years	Request department to relax the clause as the technology is new to market and most of implementation is in pilot/POC mode. This will allow more bidders to participate in the RFP.	Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.
81	OPENAI	Some models are not hosted out of India, how will department ensure data localization compliance? Kindly let us know.	Gen-AI models should be hosted in India only in compliance with MeitY guidelines. MSPs must provide authentic documents for related services of Gen AI Models from OEM providers. Please refer to the amended RFQ.
82		<p>It is requested to add Command R and Command R plus GenAI models in the list. Both are highly efficient and provide enterprise grade LLM. Following are key features of the command R models:</p> <p>User prompt can be up to 128,000 tokens and response can be up to 4,000 tokens for each run</p> <p>Optimized for conversational interaction and long context tasks. Ideal for text generation, summarization, translation, or text-based classification.</p> <p>Optimized for complex tasks, offers advanced language understanding, higher capacity, and more nuanced responses, and can maintain context from its long conversation history of 128,000 tokens. Also ideal for question-answering, sentiment analysis, and information retrieval.</p>	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
83	Sno 5 and 6, Meta LLaMa 3.2	Llama 3.2 is expected to be available in next 10 - 15 days (by 14th Nov). Price point will be same as Llama 3.1. it is requested to allow to quote Llama 3.1 which will soon be upgraded to Llama 3.2. Moreover, we keep updating the Llama versions as and when newer and more efficient versions are available.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
84	The details of the authorized channel partner for each component, along with the corresponding documentation URLs, are as follows and Table:	<p>We request to consider other open sources models and also models from other OEMs like NVIDIA for the same usecase. Please consider following models as well.</p> <p>E.g: Embedding Models: Nvidia-EmbedQA-Mistral-7B v2, NV-EmbedQA-E5-v5</p> <p>LLM Models: llama-3.1-405b-instruct, llama-3.1-nemotron-70b-instruct</p> <p>Which give advanced performance. Request to modify clause accordingly</p>	Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) & Table 4 (Gen-AI Models Cost) of the amended RFQ.

85	<p>Experience in AI/ML Services: The bidder must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p> <p>Work orders or completion certificates from clients for relevant projects</p>	<p>Requesting you to consider the CSP who have provided models to the end customer to built AI/ML projects on top of these models in the past 3 years, with at least one of these projects involving the use of Generative AI models. Necessary supportive customer PO/ certification can be provided from customers to whom these models have been provided.</p>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>
86	<p>Experience in deploying GenAI models in the past 3 years</p>	<p>As these are advanced newer technologies ,kindly give consideration on number of projects and request to ammend the clause as follows : Experience in deploying GenAI models in the past 3 years</p> <ul style="list-style-type: none"> <li>● 3-4 projects based on GenAI models (20 marks)</li> <li>● &lt; 3 projects based on GenAI models (10 marks)</li> </ul>	<p>Please refer to Table 3 (Technical Evaluation Criteria for the MSPs) of the amended RFQ.</p>
87	<p>Table 4: Gen-AI Models Cost</p>	<p>We request to consider other advance models as like Embedding Models: NV-EmbedQA-Mistral-7B v2, NV-EmbedQA-E5-v5 LLM Models: llama-3.1-405b-instruct, llama-3.1-nemotron-70b-instruct of other which give advanced level of performance.Request to modify clause in commercial table 4 as well for inclusion of these added model as per its respective public price.</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) &amp; Table 4 (Gen-AI Models Cost) of the amended RFQ.</p>
88	<p>Demonstrate the performance of any model listed in Table 4, showcasing its accuracy, efficiency, and scalability, this includes validating the model's ability to handle varying data volumes, maintain performance at scale, and deliver precise results.</p>	<p>We request to consider the demo of other open sources models and also models from other OEMs like NVIDIA for the same usecase. E.g: Embedding Models: Nvidia-EmbedQA-Mistral-7B v2, NV-EmbedQA-E5-v5 LLM Models: llama-3.1-405b-instruct, llama-3.1-nemotron-70b-instruct</p>	<p>Please refer to Clause 4 (Detailed Scope of Work and Project Implementation Mechanism) &amp; Table 4 (Gen-AI Models Cost) of the amended RFQ.</p>
89	<p>Bidder Entity: The bidder should participate as a single entity, no consortium or group companies will be allowed.</p>	<p><b>Kindly Allow Consortium.</b></p>	<p>Please refer to Clause 6.1 (Bidding Consortium) of the amended RFQ.</p>
90	<p>Addendum/ Corrigendum- I</p>	<p>It is requested to allow bidders a time period of 6 months to host the LLM models in India data center in case it is not already available with CSP. As GenAI is still an emerging technology and deployment of a LLM in India region will require business justification and time.</p>	<p>No change. Please refer to the amended RFQ.</p>
91	<p>All the potential bidders are required to furnish the costing details in respect of 10 components in Table 4 named Gen-AI Models Cost. Therefore, the clause "Model Selection for Pricing" on Page no. 17 is repealed.</p>	<p>Request you to include the cost head of MSP cost apart from the OEM/CSP model pricing asked in the RFP.</p>	<p>Please refer to the amended RFQ.</p>

92	Point no. 4 on page no. 8 has been revised to "include all the Embedding Models and LLM Models as mentioned in Table 4: Gen-AI Models Cost Page no. 16."	Embeddings models are limiting the major CSPs offering . Cohere may available on AWS and OpenAI Text Embedding may available on Azure. Google cloud offers Embeddings Model "Embeddings for Multimodal" which is missing. We request you to include "Embeddings for Multimodal" in the Embeddings for more balanced offering from all the major hyperscalers in the segment.	Please refer to the amended RFQ.
93	Table 4: Gen-AI Models Cost	As per Corrigendum, MSP can offer the latest LLM model. Google Cloud has a " Gemini 1.5 Flash" model available in India . We request you to pls include the Gemini 1.5 Flash instead of Gemini 1.5 Pro stated in the RFP as Gemini 1.5 Pro models not hosted in India yet though endpoints can be provided from indian regiion.	No Change. Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.
94	(The Gen-AI models should be hosted in India only in compliance with MeitY guidelines).	Not All the asked model hosted in India, Few Models available in India but hosted outside India region. Request you to update the models accordingly.	Please refer to the amended RFQ.
95	Experience in deploying GenAI models in the past 1 years	Request you to include the expereince for last 5 years in India or golobally. NeGD should consider MSP' with past expereince of at least 5 years in Indian or globally. This parameter will help to select the right potential MSP for the project.	No Change. As per the RFQ.
96	(i) Pre-Qualification Criteria & (ii) Technical Evaluation Criteria:	Refer to Office memo ( No. F.8/78/2023-PPD) by department of expenditure, Procurement policy division, Ministry of finance for participation of demerged entities in public procurement opportunities. Please add the clause "In case of demerger, either the demerged entity or resultant entity( by virtue of a corporate restructuring exercise etc.) will be allowed to avail of the credentials for five years from the date of demerger ratified by competent authority."	As per the RFQ.
97	Additional Clause	Bidder request to add the new clause as below as the same is currently missing from the RFQ: Arbitration: Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Delhi, India. There shall be one arbitrator appointed mutually by the parties consent. The arbitrator may provide in the arbitral award for reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim including legal expenses and counsel fees incurred by the prevailing Party. The arbitration award shall be final and binding on the Parties.	Please refer to Clause 12.1.12 (Arbitration) of the amended RFQ.

98	<p>The Service Provider acknowledges that any models, data, or outputs developed and deployed during the tenure of this contract shall be the property of DIC-NeGD. The Service Provider shall have no right to withhold, alter, or delete any such materials during or after the exit process.</p>	<p>Bidder request modification the section as under:  The Service Provider acknowledges that any models, data, or outputs exclusively and solely developed and deployed during the tenure of this contract shall be the property of DIC-NeGD. The Service Provider shall have no right to withhold, alter, or delete any such materials during or after the exit process. The ownership excludes exiting works. Existing works are works of authorship delivered under the scope, but not created, under the RFP and includes any modification or enhancements of such works made during the performance of the Services. Bidder grants HPCL an irrevocable (subject to Digital India Corporation - NeGD's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of materials.</p>	<p>As per the RFQ.</p>
99	<p>NIL</p>	<p>Bidder request insertion of the below new clause 9 to the NDA:  IMPORT/EXPORT COMPLIANCE: If applicable, each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States</p>	<p>No change. As per the RFQ.</p>

100	NIL	<p>Bidder requests to add the new clause as below as the same is missing from the RFQ:</p> <p style="text-align: center;">Limitation of Liability and Indemnity:</p> <p>The maximum aggregate liability of Service Provider, including the indemnity under this agreement, in respect of any claims, losses, costs or damages arising out of this RFP shall not exceed the amount of any actual direct damages incurred by DCI-NeGD up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim. These limitations apply collectively to the Supplier, its affiliates, contractors, and suppliers.</p> <p>Notwithstanding anything contained to the contrary, the following indemnification procedure shall apply for all indemnities under this Agreement: The Service Provider shall indemnify DCI-NeGD in accordance with the applicable terms of this contract by paying such amounts as are finally awarded by a court against DCI-NeGD or included in a settlement approved by the Service Provider, provided DCI-NeGD: (i) promptly notifies the Service Provider in writing of the claim; (ii) supplies information required by the Service Provider; and (iii) allows the Service Provider to control and reasonably cooperates in the defense and settlement, including mitigation efforts.</p>	Please refer to Clause 12.1.14 (Limitation of Liability) of the amended RFQ.
101	INDICATIVE BILL OF MATERIAL (PER MONTH)	Since Cloud that is currently working with one CSP and has experience in that specific CSP, it will not be feasible for us to provide pricing for all LLM models. Moreover, the proposed solution of a consortium is not practical from a billing and management perspective.	Please refer to the amended RFQ.
102	Addendum/ Corrigendum- I	Meta Llama 3 comes with 2 sets of parameters: 8B and 70B. Please confirm the model size that is required to be offered by the bidder.	Please refer to Table 4 (Gen-AI Models Cost) of the amended RFQ.



**Request for Quote (RFQ)  
for  
“Selection of MSP for providing Gen-AI Models for UTTARA”**

**DIGITAL INDIA CORPORATION - NEGD  
MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY  
ELECTRONICS NIKETAN ANNEX  
6. C.G.O COMPLEX, LODHI ROAD  
NEW DELHI**

## **DISCLAIMER**

The information contained in this Request for Quotation (RFQ) is provided to the Bidder(s) on the terms and conditions set out in this RFQ document. The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract in relation to the provision of services. The information contained in this detailed Scope of Work document is provided to the Bidder(s), by **Digital India Corporation - NeGD** on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

2. The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed between the DIC-NeGD and any successful bidders as identified, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officers of DIC-NeGD with the Bidder.

3. The purpose of this RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. DIC-NeGD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ.

4. DIC-NeGD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. This document is the property of DIC-NeGD and is meant for the exclusive purpose of bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel/agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

## Fact Sheet

The details of the tender are given below:

S.No	Description	Remarks
1.	Document Reference Number	
2.	Bid Inviting authority	<b>Digital India Corporation - NeGD</b>
3.	Assignment Title	Selection of MSP for deploying, managing, and maintaining specified Gen AI models on the myScheme platform.
4.	Eligibility	Mentioned under Pre-Qualification Criteria and Technical Qualification Criteria.
5.	Term	The Term of agency will be for 02 years which may be extended for an additional 01 year.
6.	Bid Issue Date	24/10/2024
7.	Last date for sending Pre-Bid queries	06/11/2024 on or before 10:00 hrs.
8.	Final submission	<b>13/12/2024, 17:00 Hrs</b>
9.	Date & Time for opening of Technical /eligibility Proposals	<b>16/12/2024, 11:00 Hrs</b>
10.	Technical presentation	To be informed later
11.	Date & Time for opening of Financial Proposals	To be informed later
12.	Address for Bid Submission	Digital India Corporation-NeGD, Fourth floor, Electronics Niketan, Ministry of Electronics and Information Technology (MeitY), Lodhi Road, CGO Complex, Pragati Vihar, New Delhi - 110003.
13.	Selection method	Method of Selection LCS
14.	Complete Tender Document can be downloaded from:	<a href="https://negd.gov.in/tender-notice/">https://negd.gov.in/tender-notice/</a>
15.	Mode of submission of Bid	Through <b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
16.	Mail ID for correspondence and submission of pre-bid queries	<a href="mailto:pranav.upadhyay@gov.in">pranav.upadhyay@gov.in</a> <a href="mailto:rohitalamba.dic@digitalindia.gov.in">rohitalamba.dic@digitalindia.gov.in</a>
17.	Performance Bank Guarantee	5 % of the contract value (to be given within 15 days post issuance of work order)

**Note:**

1. DIC-NeGD will not be responsible for any delay in receiving the quote.
2. The incomplete/unsigned bids may be rejected.
3. It is recommended that the bidder should not send a query related to a change of feature, quantity, etc. DIC may not respond to these queries.
4. At the time of submission of Bids, it is requested that the bidder submit the bid as two separate files, one may be the technical bid and the other will be the financial bid.

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**List of Abbreviations:**

**MeitY:** Ministry of Electronics and Information Technology

**DIC:** Digital India Corporation

**NeGD:** National e-Governance Division

**RFQ:** Request for Quotation

**API:** Application Programming Interface

**AI:** Artificial Intelligence

**UAT:** User Acceptance Testing

**GenAI:** Generative AI

**MSP:** Managed Service Provider

**PAN:** Permanent Account Number

**CSP:** Cloud Service Provider

**Definitions:**

<b>SI No.</b>	<b>Term</b>	<b>Definition</b>
<b>1.</b>	<b>Service Provider</b>	It is a company or vendor that offers various cloud services, such as cloud storage, computing resources, software-as-a-service (SaaS), infrastructure-as-a-service (IaaS), or platform-as-a-service (PaaS).
<b>2.</b>	<b>Authorized Signatory</b>	He/She is a person who's been given the right to sign documents on behalf of the authorizing organization.
<b>3.</b>	<b>Bidder</b>	A bidder refers to a Managed Service Provider (MSP) or a Consortium of MSPs that participates in the procurement process to deliver Generative AI (GenAI) models and related services for UTTARA, the myScheme platform.
<b>4.</b>	<b>Successful Bidder</b>	“Successful Bidder” shall mean the company/ organization selected by Issuing Authority for empanelment as a result of the bidding process described in this document. Successful bidder, empanelled service provider, cloud services provider, empanelled agency, service provider and such have been used interchangeably in context. It includes both Single as well as Consortium.
<b>5.</b>	<b>Cloud services</b>	Cloud services refers to the cloud resources that may be provisioned and consumed by end users. Cloud services may be IaaS (Infrastructure offered as a service), PaaS (A computing environment with installed OS, databases & dev libraries offered as a service) or SaaS (Computer application offered as a service)

## 1. About DIC-NeGD

In 2009, National e-Governance Division was created by the Ministry of Electronics & Information Technology as an Independent Business Division under the Digital India Corporation {erstwhile Media Lab Asia}. Since 2009, NeGD has been playing a pivotal role in supporting MeitY in Programme Management and implementation of the e-Governance Projects; providing technical and advisory support to Ministries/ Departments, both at Central and State levels along with other Government organisations. NeGD's major operational areas include programme management, project development, technology management, capacity building, awareness and communications related activities under the flagship Digital India Programme. NeGD has developed and is managing several National Public Digital Platforms such as DigiLocker, UMANG, Rapid Assessment System, OpenForge, API Setu, Poshan Tracker, Academic Bank of Credits, National Academic Depositories, National AI Portal, myScheme, India Stack Global, Meri Pehchaan, etc.

**NeGD has a requirement of procuring Gen-AI Models in the UTTARA project for specific duration as per the terms and conditions mentioned.**

## 2. About myScheme:

As part of the UTTARA (Universal Transparent Tracking of Application & Response to Application) initiative, myScheme was dedicated to the nation on July 4, 2022 by the Honourable Prime Minister during the Digital India Week held in Gandhinagar, Gujarat. myScheme platform aims to serve as a single National Platform for all Central & State/UT Government Schemes, wherein, common citizens can easily discover his/her entitlement of schemes, apply for schemes and get end-to-end visibility of their digital application request and also give post-delivery feedback. The platform also gives detailed information about scheme benefits, eligibility criteria, the application process, documents required, FAQs, and more. The schemes are divided into 15 various categories such as Social welfare & Empowerment, Agriculture, Rural & Environment, etc. to further enhance their discovery. myScheme platform is multilingual, ensuring wider reach and accessibility.

### Objectives of myScheme:

- To serve as a single National Platform for Government schemes across the Centre and the State/UT Governments.
- To reduce the time and effort of citizens in searching multiple websites of Government departments, studying multiple scheme guidelines to check for their eligibility and track multiple service requests.
- To empower the user to search the schemes based on the type of benefits being offered.
- To promote innovation and entrepreneurship by providing government schemes through public and private channels.
- To enable applying for a scheme from within the platform using various Government backed technology stacks.
- As of October 2024, over 2650 Government schemes have been listed on the platform. The myScheme platform may be accessed at <https://www.myscheme.gov.in/>.

### Prominent Features of myScheme:

- Personalized Search: Search and Discovery of schemes using demographic details.
- GovForms: DigiLocker-integrated Application Forms minimizes the need for manual & repetitive verification of documents.

- Apply via myScheme: Integration of the APIs of the scheme-sponsoring departments for Application and Tracking.
- Simplified and Curated Information reduces the need to search multiple websites and study multiple scheme-related guidelines.
- Check Eligibility Questionnaire: Users can easily check their eligibility for a particular scheme by answering a set of simple Yes/No type scheme-specific questions.

### 3. Objective of the Project/RFQ:

The primary objective of this Request for Quotation (RFQ) is to invite qualified Managed Service Providers (MSPs) or Consortium of MSPs to bid for the provisioning of state-of-the-art Generative AI (GenAI) models to build an advanced Conversational Agent module for the myScheme platform. The Conversational Agent system will be used to enhance citizen interactions with Government services by providing accurate, multilingual, and context-aware responses.

### 4. Detailed Scope of Work and Project Implementation Mechanism:

The Managed Service Provider (MSP) will supply and support the Gen AI models that will be integrated into the myScheme platform. The MSP will provide the models listed below, along with their API keys, allowing the myScheme team to ~~host and~~ manage these models within its existing cloud infrastructure. The models shall be hosted in MeitY empanelled data centers only (as mentioned on MeitY's website), in compliance with the MeitY guidelines.

The models required for this Conversational AI system are:

- **Embedding Models:** Cohere Embed Multilingual, OpenAI Text Embedding (Large)
- **LLM Models:** Anthropic Claude 3 Sonnet, Meta-Llama-3-70B, OpenAI GPT-4o, Gemini 1.5 Pro

#### 4.1 Deliverables

The MSP is required to deliver the following within the agreed-upon timeframe:

##### Provision of AI Models

- Supply the models mentioned above with proper API access and documentation for seamless integration.
- Ensure that the models are fully functional and accessible via API for ~~hosting on~~ myScheme's cloud infrastructure.
- The Gen-AI models should be hosted in India only in compliance with MeitY guidelines.

##### API Keys and Access Control

Enable multiple access levels for the myScheme development and operational teams to manage model usage effectively. The different access levels are defined as follows -

- Organization-Level Setup for Secure and Scalable API Keys details.
- Application-level access for Managing Model Usage details.

The above must be with OEM and shall be provisioned by MSP.

## Documentation and Integration Support

- The MSP is required to provide the complete documentation of the proposed GenAI Models. The CSPs (the Authorized Channel Partner for GenAI Models) Partner's URL of this document must also be shared as per **Annexure 13.5.4. Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components** of the RFQ.
- MSP would be required only to provide the API keys to NeGD along with supporting documents/information and provide handholding support.

## Performance Metrics

- Ensure that each model delivers optimal performance, including low latency, scalability for concurrent users, and efficiency in multilingual and contextual understanding.
- The models should adhere to key performance metrics as mentioned in the OEM/authorised channel partner's documentation.

## Ongoing Support and Maintenance

- The support shall be co-terminus with the duration of the RFQ.
- The support shall be remote.
- UTTARA shall be provided with the latest updates/patches, as and when OEM makes them available during the contract period.

## Compliance and Security

- Ensure that all provided AI models and APIs comply with relevant data security, privacy, and governance standards, including adherence to data protection regulations/laws in India and globally.
- Provide details on how the models handle data securely, particularly in a citizen-facing service where personal information may be exchanged.

## Cloud Hosting Requirements

- The Models are not required to be hosted currently on myScheme's cloud infrastructure. The models provided should be cloud-agnostic, but deployed in MeitY's empanelled Data Centers only.
- The MSP must ensure that the models can be accessed securely and with minimal infrastructure overhead within cloud providers that myScheme utilizes.

## SLA Compliance: <revised>

- In the event of a persistent issue with any specific model that remains unresolved despite NeGD's efforts to address it on more than three occasions within a year, NeGD reserves the right to transition to an alternative model. Payments will then be made only for the newly adopted model from that point forward.
- The models should adhere to key performance metrics as mentioned in the OEM/authorised channel partner's documentation.

## 4.2 Timeline

- **Initial delivery of models and API keys:** Within 2 weeks of contract signing.
- **Support period:** Ongoing, with quarterly reviews and performance assessments.

## 5. Duration

The Project would be initially for 2 years (based on API keys provisioning), and can be extended for additional 1 year, based on the renewal of the APIs subscription with mutual consent between MSP and DIC-NeGD.

**Table 1**

S.No.	Particulars	Tentative timelines
1.	Issuance of Work Order to successful Bidder	Within 2 weeks after selection (T0)
2.	Initial Delivery of Models & API Keys	2 Week (T0 + 2W = T1)
3.	Model Provisioning	2 Week (T1 + 2W = T3)
4.	Testing and Changes (if any)	1 Week (T2 + 1W = T4)
5.	Successful Deployment of GenAI Models on myScheme platform	For the contract duration (T4 + 1M)

## 6. Eligibility Criteria:

This RFQ is valid only for MSPs of the MeitY empanelled Cloud Service Provider for deployment of GenAI Models.

### 6.1 Bidding Consortium <Revised>

- A consortium of partner companies can bid, with one of them designated as primary partner and the other(s) as Non-Primary Partners. The maximum number of partners in a consortium will be 3 (three).
- The consortium agreement (as per **Annexure 13.5.6** of the RFQ) executed on a INR 100 non-judicial stamp paper should bind partners of the consortium to be liable jointly and severally for the execution of the contract in accordance with the contract terms. The consortium agreement should precisely indicate the role of each partner of the consortium in respect of the contract.
- The consortium agreement shall authorize one of the partners of the consortium as primary partner by submission of Power of Attorney signed by the legally authorized signatories of both partners. The other partner(s) should be explicitly designated as Non-Primary Partners.
- Consortium members should be MSPs of the MeitY empanelled CSPs.
- **Consortium agreement as per Annexure 13.5.6: Format of Consortium Agreement to be entered amongst all Partners of a bidding Consortium** of the RFQ shall be enclosed with the proposal.
- No partner of the consortium should bid individually or as a partner of another consortium.

- All Consortium partners shall adhere to the confidentiality clauses outlined in this RFQ and ensure the safeguarding of proprietary information during and after the project lifecycle.
- Replacement of any Consortium Partner post-award of the contract shall be subject to prior approval from NeGD, provided the new member meets the eligibility criteria outlined in this RFQ.
- All Consortium Partners shall maintain a registered office in India, as per the Companies Act, 1956, and comply with statutory operational requirements.
- Each Consortium Partner is required to allocate and commit adequate resources as per their defined roles, ensuring seamless execution of the project.
- Disputes arising between Consortium Partners shall be resolved internally, without impacting the obligations towards NeGD. Any unresolved disputes shall be referred to the designated arbitrator, as per the Consortium Agreement.
- Any amendment to the Consortium Agreement shall require prior written approval from NeGD.

## 7. Evaluation:

This is LCBS (Least Cost Based Selection) evaluation bid.

- (i) The Bid should be unconditional. Any conditional bids will be summarily rejected.
- (ii) DIC-NeGD will constitute a Proposal/Bid Evaluation Committee (PEC) to evaluate the responses of the Bidders (individual bidders or consortiums). The Committee shall evaluate all the responses to the RFQs and all supporting documents/documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- (iii) The decision of the PEC in the evaluation of responses to the RFQ shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the PEC.
- (iv) DIC-NeGD may seek clarifications from the Bidders (as per requirements) on their Eligibility & Technical Bids.
- (v) DIC-NeGD may seek any specific clarifications to meet the RFQ requirement during the eligibility & technical evaluation stage. Irrespective of the date of issuance of such documents, the documents submitted under clarification should be complying with the RFQ conditions before the last date of submission of the bids. If there is any lack of clarity in the submitted documents, the PEC may ask concerned Bidder representatives to be present physically to prove their eligibility.
- (vi) DIC-NeGD may call for clarifications from the Bidders and give them a reasonable time period i.e. not exceeding more than 7 days. If a Bidder fails to respond within the stipulated time period or the clarification(s) submitted is non-conforming to requirement of RFQ conditions, no further time will be given for submitting the clarification(s) and the bid will be summarily rejected.
- (vii) The request for clarifications shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained.
- (viii) All such clarifications will be sent to the contact person of the Bidder indicated in their proposal by email. All the bidders shall share the additionally asked clarifications via e-mail on or before the particular date & time as mentioned in the email seeking clarification. All clarifications received up to a particular date & time shall be considered as a part of the offer and evaluated along with the RFQ / tender. No document / clarification shall be accepted after the particular date & time as mentioned in the

- email.
- (ix) DIC-NeGD reserves the rights at all times to postpone or cancel a scheduled bid opening.
- (x) Financial Evaluation:
- The financial bid will be opened for technically qualified bidders.
  - No request for alteration in public price will be entertained.
  - The bidder should provide the financial bid in a separate envelope.
  - Bidder to provide the Financials as per the Financial Format.

## 8. Criteria for Evaluation:

### (i) Pre-Qualification Criteria: <Revised>

Pre-qualification criteria will help ensure that only competent and compliant vendors proceed to the technical evaluation phase. In case the Bidders (individual bidders or consortiums) does not meet any one of the eligibility conditions or not pass the minimum criteria in Technical Evaluation, the Bidder will be disqualified. The bidders should meet the below pre-qualification criteria to be eligible for evaluation and the rest of the RFQ process. In case of consortium, these clauses apply to only the primary partner, unless stated otherwise. Supporting documents for the eligibility criteria clauses need to be submitted by/for only the primary partner, unless stated otherwise. The Pre-Qualification criteria are as follows:

**Table 2 (Pre-Qualification Criteria for the MSPs) <Revised>**

S. No.	Criteria	Compliance (Yes/ No)	Documentary Proof Required
1	<p>a) Bidder must be a Legal Entity i.e., 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/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act</p> <p>AND</p> <p>b) Bidder(s) must be Registered with the Income Tax (TAN/PAN) and GST (GSTN) Authorities in India with active status.</p> <p>In case of a consortium, these criterion needs to be met by all the members of consortium.</p>		<p>1. Certificate of Incorporation / Memorandum of Association (MoA) / Article of Association (AoA)</p> <p>2. GST registration certificate</p> <p>3. PAN</p> <p>In case of consortium, above documents need to be provided by all members of the consortium.</p>

2	<p><b>MeitY Empanelment:</b> The bidder or consortium of bidders must be Managed Service Provider(s) of the MeitY's empanelled CSPs for at least 1 year.</p> <p>They shall be partners for atleast 1 year with all those MeitY's empanelled CSPs, whose solutions have been proposed under this RFQ.</p> <p>In case of consortium, each MSP should meet the above conditions with their proposed CSPs.</p>		<ol style="list-style-type: none"> <li>1. CSP's MeitY empanelment certificate.</li> <li>2. Copy of Authorised partner certificates from CSP or an undertaking by the MSP as per <b>Annexure 13.5.5 Undertaking by Managed Service Provider (MSP)</b> of the RFQ, signed by authorized signatory.</li> <li>3. In case of consortium, respective CSP's certificates.</li> </ol>
3	<p><b>Financial Turnover:</b> The bidder/primary partner of the consortium should have a minimum average annual turnover of ₹5 crore in the last 3 financial years ending 31<sup>st</sup> March 2024 (2021-22, 2022-23, 2023-24).</p> <p>In case of consortium, the non-primary consortium members should also have a minimum average annual turnover of ₹2 crore in the last 3 financial years ending 31<sup>st</sup> March 2024 (2021-22, 2022-23, 2023-24).</p>		<p>Copy of audited statement of account (P&amp;L account &amp; Balance Sheet) duly certified by CA along with CA certificate stating the turnover. In case of consortium, these documents need to be submitted by all the partners.</p>
4	<p>The bidder/consortium partners should have <b>positive Net worth</b> for the preceding financial year (2023-24), reckoned from the last financial year of the original bid submission.</p>		<p>A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth <b>(Form PQ3)</b>.</p>
5	<p><b>Experience in AI/ML Services:</b> The bidder must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p> <p>In case of consortium, any of the consortium partner must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p>		<p>Work orders or completion certificates from clients for relevant projects.</p>
6	<p><b>Cloud Hosting Capability:</b> The CSPs (the Authorized Channel Partner for</p>		<p>Certificate(s) from the CSP(s) that GenAI models would be</p>

	GenAI Models) should have cloud hosting services and infrastructure available in India, as per MeitY guidelines, ensuring data localization and MeitY empanelled Data Centers.		hosted in India and on MeitY's empanelled Cloud Data Centers. <b>As per Annexure 13.5.3 &amp; 13.5.4 Undertaking from the MSP.</b>
7	<b>No Blacklisting:</b> The bidder shall submit the undertaking that their entity: - Has not been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason in India in the last 3 years reckoned from the last date of original bid submission.		Self-declaration duly signed by the authorized signatory on company letterhead as per Annexure – <b>Form PQ2: Self declaration for non-black listing.</b> In case of consortium, this declaration needs to be provided by primary partner on behalf of all the partners.
8	<b>The proposed CSP(s) must possess:</b> a) ISO 27001 - The Data Center should be certified with the latest version of ISO 27001 (year 2013 or latest) and provide service assurance and effectiveness of Management. b) ISO 20000:1 - The NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1. c) ISO 27107: 2015 - CSPs should comply with the latest Cloud Security ISO Standard ISO 27017:2015 and Privacy Standard ISO 27018:2015. d) TIA-942 - The Data Center should conform to at least Tier III standard (preferably certified under TIA-942 or Uptime Institute certifications by a 3rd party) and implement tool-based processes based on ITIL standards.		<ol style="list-style-type: none"> <li>1. Copy of Valid Certificates from certifying authorities (validity at the time of bidding process).</li> <li>2. In case bidder submits ISO 27001:2013, updated certificate (ISO 27001:2022) need to be submitted before expiry of the previous certificate.</li> <li>3. The bidder shall submit authorisation letter from the proposed CSP(s) for ISO 27107: 2015.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In case of consortium, the primary partner needs to submit these certificates.</li> <li>2. Empanelment should be valid on date of bid submission.</li> </ol>
9	Bidder to confirm that they shall abide by Digital Personal Data Protection Act 2023 of Govt. of India, IT Act, and its		1. Bidder to submit signed and stamped copy of Application cover letter ( <b>As per</b>

	amendments (carried out by Govt. of India from time to time.) and all other National and State laws of India.		<b>Annexure 13.2.1. Form PQ1: Primary Consortium Partner/ Bidder's Information &amp; Covering Letter)</b> 2. In case of a consortium, all the bidders must sign the declaration to be submitted by primary bidder (As per <b>Annexure 13.5.1 Declaration by Consortium Partners</b> )
10.	<b>Bidder Entity:</b> The Bidder should participate either as a single entity or as a consortium. The Bidder Entity should be based out in India only		Self-declaration on company letter head to be submitted by Authorized Signatory. As per <b>Annexure 13.5.2: Self-Declaration by Authorized Signatory</b>

\*The pre-qualification "as per Annexure II" should be signed by the MSP or the primary partner of the consortium on their letterhead.

(ii) **Technical Evaluation Criteria: <Revised>**

- a) DIC-NeGD shall evaluate the "Technical Proposals" of the Bidders/Vendors who meet the Pre-Qualifications / Eligibility requirements.
- b) DIC-NeGD will review the Technical Bids of the short-listed Bidders (individual bidders or consortiums) to determine whether the Technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at DIC's discretion.
- c) Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. The bidders (individual bidders or consortiums) need to score at least 70 marks in total in the below criterion to be eligible for financial proposal evaluation and selection process. Failing to secure minimum marks shall lead to rejection of the bids and the Bidders.
- d) The bidder should submit technical bids in a separate envelope subscribing "**Selection of MSP for providing Gen-AI Models for UTTARA**".
- e) The technical specifications "as per Annexure III" should be signed by the MSP on MSP's letterhead.
- f) The price quoted shall not be of Batch APIs. Anyone quoting the Batch API prices will be summarily rejected.
- g) In case of consortium, these clauses apply to only the primary partner, unless stated otherwise. Supporting documents for the eligibility criteria clauses need to be submitted by/for only the primary partner, unless stated otherwise.
- h) The Technical evaluation is based on the following technical parameters:

**Table 3 (Technical Evaluation Criteria for the MSPs) <Revised>**

S. No.	Parameters	Specification	Total Marks								
1.	<p>Average Turnover of Bidder for cloud business in past each year ending 31<sup>st</sup> March 2024 (2021-22, 2022-23, 2023-24)</p> <p>In case of consortium, the average annual turnover of the primary partner of the consortium would be considered.</p>	<table border="1"> <thead> <tr> <th data-bbox="786 401 1138 491">Average Turnover (INR Cr)</th> <th data-bbox="1138 401 1339 491">Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="786 491 1138 558">&gt;10</td> <td data-bbox="1138 491 1339 558">10</td> </tr> <tr> <td data-bbox="786 558 1138 625">7&lt;= to &lt;10</td> <td data-bbox="1138 558 1339 625">8</td> </tr> <tr> <td data-bbox="786 625 1138 682">5&lt;= to &lt;7</td> <td data-bbox="1138 625 1339 682">6</td> </tr> </tbody> </table>	Average Turnover (INR Cr)	Marks Allotted	>10	10	7<= to <10	8	5<= to <7	6	10
Average Turnover (INR Cr)	Marks Allotted										
>10	10										
7<= to <10	8										
5<= to <7	6										
2.	<p><b>Experience in deploying GenAI models in past 3 years</b></p> <p>The bidder must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p> <p>In case of consortium, any of the consortium partner must have implemented at least two AI/ML projects in the past 3 years, with at least one of these projects involving the use of Generative AI models.</p> <p>Copy of Work Order AND Completion Certificates from Buyers;</p> <p>OR</p> <p>Work Order AND Phase Completion Certificate from Buyers;</p> <p>OR</p> <p>Copy of Buyer's certificate as documentary proof for the stated criteria and implementation status;</p> <p>OR</p> <p>Certificate by the Company Secretary of the</p>	<p>(i) 4+ projects based on GenAI models (30 marks)</p> <p>(ii) 2-4 projects based on GenAI models (15 marks)</p>	30								

	CSP/CA/Authorized Signatory with PoA/Board Resolution for the stated criteria and implementation status.										
3	<p><b>Demonstration of Use Cases</b></p> <p>*During Presentation</p>	<p>The bidder shall be required to give a technical demonstration of the proposed GenAI Models provisioning.</p> <table border="1"> <tr> <td>Use case relevance to the myScheme platform. The bidder may refer myScheme.gov.in</td> <td>15 marks</td> </tr> <tr> <td>Demonstrate the performance of any model listed in Table 4: <b>Gen-AI Models Cost</b>, showcasing its accuracy, efficiency, and scalability, this includes validating the model's ability to handle varying data volumes, maintain performance at scale, and deliver precise results.</td> <td>10 marks</td> </tr> <tr> <td>Showcase the seamless data ingestion process, and demonstrate how different models (including embedding models and large language models (LLMs)) interact and work together.</td> <td>15 marks</td> </tr> <tr> <td>Demonstrate the billing and access management to the proposed providers, illustrating how myScheme can monitor API usage, manage access controls, track billing metrics, and optimize costs etc.</td> <td>10 marks</td> </tr> </table> <p><b>Note 1:</b> MSP shall demonstrate how NeGD will have the billing insights on the token consumption during the presentation.</p> <p><b>Note 2:</b> For use case relevance to the myScheme platform. The myScheme</p>	Use case relevance to the myScheme platform. The bidder may refer myScheme.gov.in	15 marks	Demonstrate the performance of any model listed in Table 4: <b>Gen-AI Models Cost</b> , showcasing its accuracy, efficiency, and scalability, this includes validating the model's ability to handle varying data volumes, maintain performance at scale, and deliver precise results.	10 marks	Showcase the seamless data ingestion process, and demonstrate how different models (including embedding models and large language models (LLMs)) interact and work together.	15 marks	Demonstrate the billing and access management to the proposed providers, illustrating how myScheme can monitor API usage, manage access controls, track billing metrics, and optimize costs etc.	10 marks	50
Use case relevance to the myScheme platform. The bidder may refer myScheme.gov.in	15 marks										
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Demonstrate the billing and access management to the proposed providers, illustrating how myScheme can monitor API usage, manage access controls, track billing metrics, and optimize costs etc.	10 marks										

		<p>platform (myscheme.gov.in) may be visited and referred to understand the platform &amp; use case.</p> <p><b>Note 3:</b> For demonstration of the accuracy, efficiency, and scalability of the proposed model. The MSP will be required to demonstrate using OEM resources/tools for explaining &amp; understanding. OEM documents on the same shall also be shared as per Annexure 13.5.4. <b>Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components.</b></p> <p><b>Documentary proof-</b> Presentation needs to be submitted to NeGD.</p>	
4	<b>Team Expertise &amp; Certification</b>	<ul style="list-style-type: none"> <li>● 10+ AI/ML certified professionals with experience in LLMs and NLP (10 marks)</li> <li>● 6-9 AI/ML certified professionals with experience in LLMs and NLP (7 marks)</li> <li>● 3-5 AI/ML certified professionals with experience in LLMs and NLP (5 marks)</li> </ul> <p>In case of consortium, these criteria can be fulfilled by either or all of the consortium partners.</p>	<b>10</b>

**Other Important points to be considered:**

1. The Managed Service Provider (MSP) must ensure that the Models API works seamlessly across different CSPs.
2. The model series has been mentioned in **Table 4: Gen-AI Models Cost**. Reference prices have also been mentioned to easily understand the model size.

(iii) **Financial Evaluation/Bid: <Revised>**

- Bidders must quote per-unit rates for each token price for input and output separately.
- The financial bid should be structured to allow comparison based on L1 pricing for 1 billion tokens (input and output), with additional options for scaling.

**Table 4: Gen-AI Models Cost <revised>**

S. No. (A)	Component (B)	Description (C)	Public Price per Million Tokens (\$) (D)	Discount % Offered (E)	Discounted Price per Million Token (\$) (F)	Total Price per Billion Token (\$) (G = 1000 * F)
1	<b>Cohere Embed Multilingual</b>	Price for handling 1 mn input tokens	0.1			
2	<b>OpenAI Text Embedding (Large)</b>	Price for handling 1 mn input tokens	0.13			
3	<b>Anthropic Claude 3 Sonnet</b>	Price for handling 1 mn input tokens	3			
4	<b>Anthropic Claude 3 Sonnet</b>	Price for handling 1 mn output tokens	15			
5	<b>Meta-Llama-3-70B</b>	Price for handling 1 mn input tokens	3.18			
6	<b>Meta-Llama-3-70B</b>	Price for handling 1 mn output tokens	4.2			
7	<b>OpenAI GPT-4o</b>	Price for handling 1 mn input tokens	2.5			
8	<b>OpenAI GPT-4o</b>	Price for handling 1 mn output tokens	10			
9	<b>Gemini 1.5 Pro</b>	Price for handling 1 mn input tokens	2.5			
10	<b>Gemini 1.5 Pro</b>	Price for handling 1 mn output tokens	10			
<b>Total (A)</b>						
<b>Total Cost in INR (B) (at ₹84/\$)</b>						
<b>Total (plus Taxes (___%)) (C)</b>						

*\*Models price as on 21.10.2024*

## Additional Notes:

- Currency: Prices should be quoted in Indian Rupees (₹) exclusive of applicable taxes. The exchange rate can be set as ₹84/\$.
- The L1 bidder will be selected based on the lowest total price (of C).
- The public price mentioned for any selected models will be the actual published price on the CSP portal for the relevant billing period. If prices change mid-billing period, the charges will be prorated accordingly subject to adjustment based on the discovered/offered 'Discount'. The MSP will conduct quarterly pricing reviews to ensure that myScheme receives the most competitive rates. The discovered discount will also apply to any future AI services or new models offered by the Cloud Service Provider (CSP) platform that are selected to meet the evolving needs of the project.

*\*'Discount' i.e. discount for any selected models will be applied either on the List Price as the published list Price on the CSP portal for the applicable billing period.*

- ~~Furthermore, the Managed Service Provider (MSP) shall ensure that the provided dashboard includes a feature for clear visibility of upcoming models from the CSP, allowing DIC-NeGD to assess and select new models as required. <deleted>~~
- The bidder with the lowest Financial quote will be awarded the contract.
- The discount calculated will be applicable only for this RFQ.
- DIC-NeGD reserves the right to change the MSP at any point in time as per the requirements.
- Each Consortium Member is individually and collectively responsible for fulfilling the financial obligations associated with the project, as per the terms of this RFQ.
- Bidders should provide the financial quote (including taxes) in the above format in a separate envelope subscribing "Financial Bid for Selection of MSP for providing Gen-AI Models for UTTARA" containing Annexure IV and Table Financial Format.
- Bidders are expected to offer substantial discounts (Above 1%) from the list price published. Any changes in the list price shall be promptly reported to NeGD and the same shall be updated on the admin dashboard as well. For any additional AI services to be utilised in future, the discount discovered shall be considered for such an additional service.
- The discount identified (as per Price bid) for each model shall also be applicable to any updated variant of the same model. However, if NeGD-DIC opts to procure an AI model not listed in the original scope, but available through the selected Managed Service Provider (MSP), the overall discount rate, as specified above (at CP3(A)), will apply to such newly procured AI models.
- **Model Selection for Pricing: <Deleted>**
- **Exclusion of Bulk or Cached API Rates:**
  - Bidders are strictly prohibited from submitting pricing for bulk APIs or cached response API rates. Only standard, per-token handling costs for live queries shall be accepted.

## (iv) Final Evaluation/Selection Process/Criteria:

- a) Bidders who qualify the pre-qualification and technical qualification criteria will proceed to the commercial bid evaluation. Agencies with a minimum technical evaluation score of 70 marks will be qualified for financial bid opening.
- b) Only technically qualified bidders will proceed to the financial evaluation.

- c) If the bidder fails to quote a price for any line item, the bid will be rejected without further consideration. If the bidder intends to offer any specific line item from the BoQ at no cost, the bidder must explicitly indicate the price as zero.
- d) If PEC determines during inspection that none of the bidders are able to quote a price for a specific model due to the RFQ terms and conditions, the bids will be eligible for further evaluation.
- e) Financial Bid will be evaluated based on the L1 price (lowest cost). During the evaluation, if the detailed commercial bid is found to be incomplete or not in order, the bid will be considered non-viable and rejected. In such cases, the next ranked bidder will be considered for further evaluation, and the process will continue until a viable bidder is selected.
- f) If any bidder withdraws their bid at any stage after submission until the final evaluation or declaration of the selected bidder, they shall be declared a defaulting bidder. The defaulting bidder will be blacklisted from participating in any tenders for the next three years. The tendering process will continue with the remaining bidders based on their ranking.
- g) If the selected bidder backs out after being declared as the selected bidder, they shall be declared a defaulting bidder. The defaulting bidder will be blacklisted from participating in any DIC tenders for the next three years. The detailed commercial bid of the next ranked commercial bidder will be evaluated. If the next ranked commercial bidder also backs out, DIC shall continue the tender process by re-evaluating the remaining commercial ranked bidders. Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.
- h) The bidders will submit their commercial bid in prescribed format as per the details mentioned in the Fact Sheet. The bidder should submit the commercial bid as a separate password protected file. The commercial bid submitted as a non-password protected file will be summarily rejected. Based on the above quotations, the bidder for the L1 shall be identified.
- i) The cost indicated in the Commercial Bid Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- j) The Bid should be unconditional otherwise it would be rejected.
- k) The final selection of the bidder will be based on the Lowest amount quoted (L1).
- l) The quoted services must be equivalent or higher side as per the BOM.
- m) The Bidder shall submit the Public Calculation link of the BOM of the respective Model Provider as well as CSP’s link (if the same is available with CSP).

**(v) Work Allocation <Revised>**

- For the current procurement, among the technically qualified bidders, the bidder offering the lowest financial bid (L1) will be selected for the provisioning of the specified GenAI models on the myScheme platform. The bidder must meet all terms and conditions of the RFQ, and any deviation or withdrawal after financial evaluation may result in disqualification, with subsequent consideration of the next lowest bidder.
- The bidder is permitted to offer Generative AI (GenAI) models from multiple Cloud Service Providers (CSPs). For instance, a bidder may provide an embedding model from one CSP and a Large Language Model (LLM) from another CSP.

## 9. Exit and Transition Management <Revised>

In the event the selected bidder (hereinafter referred to as "Service Provider") intends to exit the project after the selection and deployment of the Generative AI (GenAI) models due to unforeseen reasons, the following provisions shall apply to ensure seamless continuity of services:

- **Notice Period for Exit:**

The Service Provider shall provide a minimum written notice of 90 days prior to the intended date of exit. During this notice period, the Service Provider is required to continue all operations without disruption and fully cooperate in transitioning the services to a new Managed Service Provider (MSP), as appointed by the Digital India Corporation - National e-Governance Division (DIC-NeGD).

- **Surrender of API Keys, Models, and Data: <Revised>**

Upon initiation of the exit process, the Service Provider shall ensure the smooth and timely handover of all assets related to the provision of GenAI models, including but not limited to:

- a. All API keys used in the production environment.
- b. Access credentials and documentation related to the deployed models (e.g., embedding models, LLMs, etc.).
- c. Complete and up-to-date data, including training data, processed outputs, logs, and any configuration files.
- d. Any proprietary tools, dashboards, or interfaces provided for API key management, billing, and token consumption tracking.

- **Knowledge Transfer and Support:**

The Service Provider shall provide comprehensive knowledge transfer to the incoming MSP or designated team by DIC-NeGD. This shall include:

- e. Detailed documentation on the architecture, deployment, integration points, and configuration of the GenAI models.
- f. Conducting a minimum of 60 days training sessions for the incoming team to ensure a smooth transition.
- g. Availability of technical support personnel for a period of 60 days' post-handover to address any issues or clarifications related to the transferred systems and models.

- **Continuity of Service:**

The Service Provider shall ensure that there is no disruption in the myScheme platform's services during the transition period. All services related to GenAI models, including APIs, dashboards, and monitoring tools, must remain operational until the new MSP takes over.

- **Liability for Non-Compliance: <Revised>**

MSP ensures that the GenAI Models API's operates seamlessly across all functionalities and use cases. However, In the event of a persistent issue with any specific model that remains unresolved despite NeGD's efforts to address it on more than three occasions

within a year, NeGD reserves the right to transition to an alternative model. Payments will then be made only for the newly adopted model from that point forward.

- **Intellectual Property Rights: <Revised>**

The Service Provider acknowledges that any models related data, or outputs developed and deployed during the tenure of this contract shall be the property of DIC-NeGD. The Service Provider shall have no right to withhold, alter, or delete any such materials during or after the exit process.

## 10. Service Level Agreement (SLA) for GenAI Model Performance and Availability

### 10.1 Uptime Guarantee: <Revised>

MSPs are required to provide different models as listed in **Table 4: Gen-AI Models Cost** of the RFQ. There are two modes of model provisioning:

- a. Providing the "Proprietary" models from the empanelled CSPs (the Authorized Channel Partner for GenAI Models) for the said LLMs). However, these models shall also be deployed within the Indian region.
- b. Provisioning the "Open Source" models either by MeitY empanelled CSP OR by deploying them on MeitY's empanelled Data Center and complying with Data localization guidelines.

- For mode "a" the uptime onus shall remain with the authorized channel partner of the GenAI Models.
- For mode "b" the uptime onus shall remain with the MSP.

**Note:** The models should adhere to key performance metrics as mentioned in the OEM/authorised channel partner's documentation as per Annexure 13.5.4.

**Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components of the RFQ.**

In the event of a persistent issue with any specific model that remains unresolved despite NeGD's efforts to address it on more than three occasions within a year, NeGD reserves the right to transition to an alternative model. Payments will then be made only for the newly adopted model from that point forward.

### 10.2 <Deleted>

### 10.3 <Deleted>

### 10.4 <Deleted>

### 10.5 Response Time for Issue Resolution: <Revised>

- Ticketing tool will be deployed by NeGD on which MSP will resolve the issues.

### 10.6 <Deleted>

## 11. Support Services <Revised>

In addition to the service list, bidders shall provide a minimum of below listed support Services.

- (i) MSP would be required only to provide the API keys to NeGD along with supporting documents/information and provide handholding support.
- (ii) Successful bidders shall support the end developers for API keys related configuration, and model update management.
- (iii) GenAI model OEM alongwith the successful bidder(s) shall be responsible for ensuring security of AI services on cloud and cloud infrastructure from any threats and vulnerabilities. Successful bidder(s) shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
- (iv) Successful bidder using GenAI model OEM tools implement the multi-factor authentication (MFA).
- (v) Upon NeGD raising any issue concerning the GenAI model with the successful bidder, the bidder shall acknowledge and resolve the issue within 48 hours. If the issue is not acknowledged or resolved within the specified time frame, it shall be considered unresolved and may be taken into account when evaluating the need to transition to a newer model.

## 12. Terms & Conditions:

Terms & Conditions accepted by the bidder during its selection with DIC-NeGD are being referred to for the current assignment.

“This RFQ is not exhaustive in describing the functions, activities, responsibilities and services for which Bidder will be responsible. The Bidder, by participation in this RFQ, implicitly confirm that if any functions, activities, responsibilities or services are either not specifically described in this RFQ or specifically described but have to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by DIC-NeGD for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFQ and Bidder’s response to the same extent and in the same manner as if specifically described in this RFQ and Bidder’s response”.

Based on the above, the following “Terms & Conditions” would be applicable for the current assignment:

- (i) All necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture/design, Test Cases documentation for CIT/SIT/UAT, Deployment guide on infrastructure servers, and Release notes) must also be shared with the project team.
- (ii) The payment will be made on monthly billing subject to satisfactory progress made as per the scope of work and timelines defined.
- (iii) Bill of services needs to be provided by the selected bidder on a monthly basis.
- (iv) The Intellectual Property Rights on the developed software code and related

- documentation will be with DIC-NeGD.
- (v) The bidder should be agreeable to provide all necessary functional and technical documentation required by DIC-NeGD from time to time.
  - (vi) The bidder is in agreement with DIC-NeGD to execute the contract, Non-Disclosure Agreement (NDA) and Integrity Pact as per the format of DIC-NeGD. The contract format along with NDA and integrity pact will be shared with eligible Bidders.
  - (vii) **Conflict of Interests:** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (“Conflict of Interest”). Any Applicant found to have a Conflict of Interests shall be disqualified.
  - (viii) DIC-NeGD shall have the right to change the Terms & Conditions / cancel the tendering process at any time, without thereby incurring any liabilities to the affected bidders. Reasons for changing the terms & conditions/cancellation, as determined by DIC-NeGD in its sole discretion include but are not limited to the following:
    - a) Services contemplated are no longer required.
    - b) Scope of work not adequately or clearly defined due to unforeseen circumstances and /or factors and/or new developments.
    - c) The project is not in the best interest of DIC-NeGD.
    - d) Any other reason
    - e) The bidder must provide a price link for each line item to verify by DIC-NeGD. If it is found any line item calculator is not found, the bid may be rejected.
    - f) The bidder should submit the technical bid in a separate envelope mentioning **“Technical Bid for Selection of MSP for providing Gen-AI Models for UTTARA”** and the financial bid in a separate envelope mentioning **“Financial Bid for Selection of MSP for providing Gen-AI Models for UTTARA”**.

## **12.1 Some Additional Terms & Conditions <revised>**

### **12.1.1 Token Consumption Volume:**

The myScheme platform anticipates a token consumption volume of approximately 30 to 40 million tokens (input/output) per day, including both input and output tokens. This estimate is indicative and may increase over time. MSPs are required to ensure scalability to accommodate any growth in token consumption beyond this volume.

### **12.1.2 Model Sourcing and Documentation:**

MSPs shall provide detailed information for each GenAI model offered, as per **Annexure 13.5.4 (Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components)** of this RFQ. This information must include the specific Authorized Channel Partner(s) from whom the model is sourced, along with a valid URL to the model-related documentation available on the respective Authorized Channel Partner Portal. Documentation should be comprehensive and up-to-date to assist in technical evaluation and compliance verification.

### **12.1.3 Regional Pricing for India Deployment**

MSPs are required to quote prices exclusively for models deployed within the India region. Should the model have a version with a lower price point in any other region, the Indian version's price will be adjusted accordingly. Only prices for models deployed in India will be considered as final for evaluation.

#### **12.1.4 Compliance with Data Localisation Requirements**

MSPs must ensure that all Cloud Services provided under this RFQ comply fully with MeitY's Data Localisation Guidelines. The Data Centers delivering these Cloud Services must be located within India and must match those listed on <https://www.meity.gov.in/content/gi-cloud-meghraj> having audit compliance. An undertaking affirming adherence to these requirements must be submitted. Refer to **Annexure 13.5.3. Undertaking of Compliance with MeitY Data Localisation and Certification Requirements** of the RFQ for the format of the undertaking.

#### **12.1.5 Discount Consistency Across Contract Period**

Any discounts provided by the MSP for each model at the time of contract will remain applicable throughout the contract term. Additionally, the overall discount rate discovered during the initial offering will apply to any newly introduced GenAI models during the contract period.

#### **12.1.6 Data Privacy and Cyber Law**

Besides the terms and conditions stated in this RFQ, the contract shall also be governed by the overall acts and guidelines as mentioned in Information Technology Act 2000 (hereinafter referred to as ITA 2000), & Digital Personal Data Protection Act, 2023 (hereinafter referred to as DPDP Act) and any amendments, Rules, or Regulations thereto.

#### **12.1.7 Governing Law & Dispute Resolution**

This RFQ shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts in Delhi, India in respect of any dispute or difference between them arising out of this RFQ. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be resolved mutually by the parties, if such dispute is not resolved mutually, then it shall be settled through arbitration of a Sole Arbitrator mutually appointed by both the Parties and in terms of the Arbitration and Conciliation Act, 1996. The place and seat of arbitration shall be Delhi, India and the language of the proceedings shall be English.

#### **12.1.8 Termination**

##### **12.1.8.1 Termination for Default**

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part, If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of the contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services.

However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

#### **12.1.8.2 Termination for Insolvency**

Purchaser may at any time terminate the Contract to the selected proposer if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

#### **12.1.8.3 Termination for Convenience**

Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which the performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser.

#### **12.1.9 Billing & Payment Terms**

**12.1.9.1** The successful Bidder shall generate a monthly usage bill at the end of each month, with the utilised items/services categorised as per classification in the BOM.

**12.1.9.2** Bidder shall raise Quarterly GST invoice in INR. The GST invoice shall have 3-line items, each corresponding to Billing for 1st, 2nd & 3rd month of the quarter.

**12.1.9.3** In case the CSP Published/Listed Rates are in USD, the Billing value in INR shall be derived on Monthly basis by applying the published RBI reference rate as on the last date of the relevant Month. In case the RBI reference rate is not available on that date, for whatever reason, the immediately next date on which the RBI rate is available shall be applicable.

**12.1.9.4** The Vendor's Quarterly GST Invoice shall be submitted along with the following (for each month of the quarter):

- CSPs Monthly usage/consumption report/bill along with the public price downloaded from the CSP portal only,
- Vendor's invoice in INR as per the Terms and Conditions of this RFQ.

**12.1.9.5** 100% Payment shall be payable against the invoices, subject to applicable recoveries and deductions (if any).

**12.1.9.6** The vendor shall be entirely responsible for all taxes, duties, license fees etc., incurred in the delivery of services to the Purchaser.

**12.1.9.7** TDS shall be deducted as per the Government of India norms.

**12.1.9.8** In case any extra payment for taxes is made to the vendor, it will be adjusted in the subsequent payments to the vendor by the Purchaser.

**12.1.9.9** All payments due by Purchaser to Vendor shall be made at Vendor's designated bank. All bank charges will be to Vendor's account.

**12.1.9.10** Subject to accomplishment of obligation of selected bidder and delivery of the solutions, deliverables, and services under this Agreement to the satisfaction of the Purchaser, the payment shall normally be made by the Purchaser within 30 (thirty) days from receipt of due, valid, correct, and undisputed invoice along with the supporting documents, provided the invoice is submitted in the timely manner.

**12.1.9.11** Purchaser shall pay to Vendor, during the term of the contract, the amount due and calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from the Purchaser unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

**12.1.9.12** Vendor shall maintain complete and correct records of all information on which Vendor's Invoice(s) are based, till completion of the warranty period of the project. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

#### **12.1.9.13 With-Holding of Payment**

Purchaser may withhold or nullify the whole or any part of the amount of payment due to Vendor, after informing the Vendor of the reasons in writing, on account of subsequently discovered evidence in order to protect Purchaser from loss on account of: -

- For non-completion of jobs assigned as per the terms of the contract.
- Vendor's indebtedness arising out of execution of this Contract.
- Defective work not remedied by Vendor.
- Claims by Vendor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Vendor.
- Failure of Vendor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- Damage to another Vendor of Purchaser.
- All claims against Vendor for damages and injuries, and/or for non-payment of bills etc.

**With-holding will also be effective on account of the following: -**

- Order issued by a Court of Law in India.
- Income tax deductible at source according to law prevalent from time to time in the country.
- Any obligation of Vendor which by any law prevalent from time to time to be discharged by Purchaser in the event of Vendor's failure to adhere to such laws.
- Any payment due from Vendor in respect of unauthorised imports.
- Failure by the Bidder to submit the Guarantees / Documents/Provision the cloud services as per timelines specified in this bid document.
- When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

- Notwithstanding the foregoing, the right of Purchaser to withhold shall be limited to damages, claims and failure on the part of Vendor, which is directly/ indirectly related to some negligent act or omission on the part of Vendor.

#### **12.1.10 Legal Compliance**

Bidder represents and warrants that it is in compliant with, and shall continue to compliant with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.

#### **12.1.11 Confidentiality (As per Annexure 13.1.3. Template 3: Non-Disclosure Agreement (NDA) of the RFQ**

#### **12.1.12 Arbitration:**

If, due to unforeseen reasons, problems arise during the progress of the contract leading to disagreement between the NeGD and the empanelled agency (or the End users and the empanelled agency), both NeGD (and the End Users as the case may be) and the Successful bidder shall first try to resolve the same amicably by mutual discussion. If the parties fail to resolve the dispute by such mutual discussion within twenty-one days, then depending on the position of the case, either NeGD (or the End Users as the case may be) or the Successful bidder can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be New Delhi.

#### **12.1.13 Indemnification:**

There shall be no infringement of any patent or intellectual & industrial property rights by the bidder as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the deliverables or any part thereof, supplied under the contract terms. Bidder shall indemnify NeGD (and the end user) against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorized use of patent or intellectual & industrial property rights of any such parties.

#### **12.1.14 Limitation of Liability**

- The liability of empanelled agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or services covered by the Agreement, shall be the payment of direct damages only.
- In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the GenAI Models services would reflect such allocations. Each party has a duty to mitigate the damages and any

amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to the contract award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

#### **12.1.15 Relationship**

- Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between “NeGD” (or the End User) and the “Bidder”. No partnership shall be constituted between NeGD (or the end user) and the Bidder by virtue of this contract nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other contract a partnership has been constituted, or that it has any such power. The bidders shall be fully responsible for the services performed by them or on their behalf.
- Neither party shall use the other parties name or any service or proprietary name, mark, or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

#### **12.1.16 Fraud and Corruption**

- NeGD requires that the Bidders engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s).
- NeGD will reject the application for contract if the Bidder recommended for contract, has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- NeGD will reject an application for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the contract.

#### **12.1.17 Change of Control**

- In the event of a change of control/entity conversion/name change (on account of merger, amalgamation, consolidation, acquisition, or similar transition, etc.) of the bidder during the term of the contract, bidder shall promptly notify NeGD of the same along with the details and documentations.
- In the event that any potential material adverse effect of such a change of control, as determined by NeGD, on bidder’s ability to comply with its obligations under this contract or net worth of the surviving entity is less than that of bidder prior to the change of control, NeGD, within 30 days of becoming aware of such change in control, may exercise its right to terminate the contract of the bidder within a further 30 days by written notice, to become effective as specified in such notice.
- Pursuant to termination, the effects of termination as set out in Clause.

**12.1.18 Termination** of this Section shall follow. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the bidder shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

### 13. Annexures

Document Checklist			
Sl. No.	Annexure	Submitted (Yes/No)	Remark (if any)
1.	Template 1: Format for Pre-Bid Query submission		
2.	Template 2: Format for Performance Bank Guarantee (PBG)		
3.	Template 3: Non-Disclosure Agreement (NDA)		
4.	Template 4: Bid Security Declaration		
5.	Template 5: Undertaking (no conflict of interest)		
6.	Template 6: Undertaking regarding Non-Retention of DIC-NeGD Data		
7.	Pre-Qualification Proposal Format		
8.	Form PQ 2: Self declaration for non-black listing		
9.	Form PQ 3: Financial Strength		
10.	Form PQ 4: Pre-Qualification (PQ) Document Checklist		
11.	Form TQ1: Bidder's information		
12.	Form TQ2: Project Experience Submission format		
13.	Form TQ3: Undertaking for Compliance with Service Level Agreement (SLA)		
14.	Form TQ4: Technical Qualification Document Checklist		
15.	Commercial Proposal (CP) format		
16.	Form CP2: Indicative Bill of Material		
17.	Form CP3: Commercial Proposal (Bill of Materials)		
18.	Declaration by Consortium Partners		
19.	Self-Declaration by Authorized Signatory		
20.	Undertaking of Compliance with MeitY Data Localisation and Certification Requirements		
21.	Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components		
22.	Undertaking by Managed Service Provider (MSP)		

23.	Format of Consortium Agreement to be entered amongst all Partners of a bidding Consortium		
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**For and on behalf of Bidder/Primary Partner in case of consortium**

Authorized Signature [In full and initials] : \_\_\_\_\_  
 Name and Title of Signatory : \_\_\_\_\_  
 Name of Firm : \_\_\_\_\_  
 Address : \_\_\_\_\_

### 13.1 Annexure I: Templates for bidder

#### 13.1.1. Template 1: Format for Pre-Bid Query submission

##### *Format for Pre-Bid Query*

<b>Name of Organisation</b>					
<b>Email ID</b>					
<b>Contact Person name</b>					
<b>Contact Person Number</b>					
	<b>Page No.</b>	<b>Section No.</b>	<b>Section Name</b>	<b>Statement as per RFQ</b>	<b>Query by bidder</b>

1. Page Number – Page Number of this RFQ as reflected at the bottom middle corner. The bidders should mention only the page number. Ex. '29' as page number and not 'Page 29'.
2. Section No. – Example– '8' and not 'Section 8'.
3. Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFQ).

**Note:–**

1. The queries are to be submitted in the format provided above only. The bidders should ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the purchaser shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
4. The bidders ensure that each of the queries submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.

Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to the purchaser.

**13.1.2. Template 2: Format for Performance Bank Guarantee (PBG)**

*(To be stamped by Bank)*

**The non-judicial stamp paper should be in the name of issuing Bank**

Reference No.....

Bank Guarantee No.....

Date.....

To

<<Purchaser Name & Address>>

**Dear Sir/Ma'am,**

Whereas \_\_\_\_\_ <name of the bidder/Primary Partner in case of consortium> with address \_\_\_\_\_ <Address of the bidder/Primary Partner in case of consortium> has undertaken, in pursuance of contract no. \_\_\_\_\_ <Insert Contract No.> dated \_\_\_\_\_ <Date> to provide services for \_\_\_\_\_ <name of the assignment> to purchaser

And whereas it has been stipulated in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, \_\_\_\_\_ <Name of Bank> a banking company incorporated and having its head /registered office at \_\_\_\_\_ <Address of Registered Office> and having one of its offices at \_\_\_\_\_ <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ₹ \_\_\_\_\_ <5% of total contract value> (Rupees \_\_\_\_\_ <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum, or sums within the limits of ₹ \_\_\_\_\_ <Insert Value> (Rupees \_\_\_\_\_ <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until \_\_\_\_\_ <Insert Date>.

**Notwithstanding anything contained herein:**

1. Our liability under this bank guarantee shall not exceed ₹ \_\_\_\_\_ <Insert value> (Rupees \_\_\_\_\_ <Insert Value in Words> only).
2. This bank guarantee shall be valid up to \_\_\_\_\_ <Insert Expiry Date>
3. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before \_\_\_\_\_ <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

**For and on behalf of the ..... Bank,  
(Signature)  
Designation  
(Address of the Bank)**

**Note:**

*This guarantee will attract stamp duty as a security bond.  
A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.*

### 13.1.3. Template 3: Non-Disclosure Agreement (NDA)

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)*

[Bidder/**Primary Partner** Name and Address]

**Subject: Selection of MSP for providing Gen-AI Models for UTTARA (myScheme)**

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party (“the Information”). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 6 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the Selection of MSP for providing Gen-AI Models for UTTARA.
4. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.
5. On the termination of the receiving party’s involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.
6. The obligations set out above shall not apply to any Information which:
  - (a) is or becomes publicly available other than through a breach of this agreement.
  - (b) is already in the possession of the receiving party without any obligation of confidentiality.

- (c) is obtained by the receiving party from a third party without any obligation of confidentiality.
- (d) is independently developed by the receiving party outside the scope of this agreement.
- (e) the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.

7. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify, or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.

8. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi shall have exclusive jurisdiction.

We would be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter and returning it to us.

Yours faithfully,

**For Digital India Corporation -NeGD**

We agree to the above terms regulating the disclosure of the Information.

Name of the Official : \_\_\_\_\_

Designation : \_\_\_\_\_

**For and on behalf of Bidder/Primary Partner in case of consortium**

Authorized Signature [In full and initials] : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

#### 13.1.4. Template 4: Bid Security Declaration

**<To be submitted in company's letterhead>**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

Dear Sir/Madam,

I/We, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
  - a) I/We have withdrawn or modified or amended, impaired, or derogated our proposal/bid from the RFQ during the period of bid validity (i.e., 180 days from the last date of bid submission) specified in the RFQ or for its extended period (if any); or
  - b) If I/we are found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid. Or
  - c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity I/we-
    - i. fail or refuse to execute the contract and/or
    - ii. fail or refuse to furnish the Performance Security or fail or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
  - (a) the receipt of your notification of the name of the successful Bidder; or
  - (b) 30 (Thirty) days after the expiration of the validity of my/our Bid.

**(Authorized Signatory)**

**(Primary Partner in case of consortium)**

**<<Signature, Name, Designation, Address, Seal, Date>>**

WITNESS (two)-  
Signature & Name

### 13.1.5. Template 5: Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder/**Primary Partner** in case of consortium.

**<To be printed on Company letterhead>**

#### **Undertaking (no conflict of interest)**

We hereby confirm that our company or **our consortium partner (in case of consortium)** \_\_\_\_\_ <<Name of Bidder/**Primary Partner in case of consortium**>> is not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of purchaser regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training, and ongoing maintenance/support, in more than one bid: or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the M-CSP/CSPs taking part in the bid process.

Signature:

Name:

Designation:

Address:

Seal:

Date:

**(Primary Partner in case of consortium)**

**13.1.6. Template 6: Undertaking regarding Non-Retention of DIC-NeGD Data**

**Forms of Undertaking by Vendor with regards to Non-Retention of DIC-NeGD Data**

*(to be Submitted on Vendor's Company Letterhead)*

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Sub.: Undertaking Regarding Non-retention of Data**

Sir,

1. With reference to your Tender No. ----- dated ----- for -----and Contract No.----- dated----- , We-----(*fill the Name & Address of Vendor*) have been providing services under the said Contract.
2. We confirm that no data has been retained on Cloud or any other media/device/system in soft or hard copies, either by us or any of our sub vendor(s), either in part or in full.

**Date:**

**Signature** .....

**Place:**

**Full Name of Authorized Signatory** .....

**Designation**.....

**Contact Details & Address** .....

**13.2. Annexure II: Pre-Qualification Proposal Format <Revised>**

**13.2.1. Form PQ1: Primary Consortium Partner/Bidder’s Information & Covering Letter <Revised>**

**<To be submitted in company’s letterhead>**

**<Date>**

**To,**

CEO  
 DIC-NeGD  
 Ministry of Electronics & Information Technology,  
 Electronics Niketan Annex.,  
 6, CGO Complex, Lodhi Road,  
 New Delhi: 110003

**Subject: Submission of Bid for Contract of Tender No. ....**

**Dear Sir/Madam,**

This is to notify that our company is submitting a bid in response to Tender No \_\_\_\_\_ <Insert Tender No.> for **Selection of MSP for providing Gen-AI Models for UTTARA**. Details of our company are as follows:

***Bidder Details***

<b>Information Sought</b>	<b>Details to be Furnished</b>	
Name and address of the Bidding Company		
Incorporation status of the firm (public / private)		
Year of Establishment		
Date of registration		
Registrar of Companies (ROC) Reference No.		
<b>Resources Details</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name		
Title		
Location		
Phone		
Mobile		
Fax		
E-Mail		

We are responsible for communicating to the purchaser in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold the purchaser responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with the purchaser on time.

We are submitting our bid for the services as per the scope and requirements of the tender document. The bids are valid for a period of 180 days from the last date of bid submission.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFQ document including all forms, scheduled and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation. There is/are no deviations from the terms & conditions of the RFQ.

We have enclosed the Bid Security Declaration as per the Tender Conditions. It is liable to be enforced in accordance with the provisions of the tender document.

**Deviations:** We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

**Bid Pricing:** We do hereby confirm that our bid prices are inclusive of all taxes and duties, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**Qualifying Data:** We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to DIC-NeGD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled DIC-NeGD in its evaluation process.

In case we are successfully bidders, I/We as Bidder confirm that we and our consortium partner (in case of consortium) will comply with the IT Act 2000 (including 43A), Digital Personal Data Protection Act 2023 and amendments thereof; meet ever evolving Security Guidelines specified by CERT-IN and meet any security requirements published/notified (or to be published/notified) by NeGD or any standards body setup / recognized by Government of India from time to time.

I/We as Applicant do hereby undertake that there is absence of actual or potential conflict of interest on the part of our organization, our consortium partner (in case of consortium) due to prior, current, or proposed contracts, engagements, or affiliations with NeGD for this contract. I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of our organization and our consortium partner to comply with the requirements as given in the application document. We undertake and agree to indemnify and hold NeGD harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by NeGD and/or its representatives, if any such conflict arises later.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favouring our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract with DIC-NeGD.

We understand that you are not bound to accept the lowest or any bid you may receive. We also agree that you reserve the right in absolute sense to reject any or all of the products/ services specified in this application / proposal.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

**Yours sincerely,**

On behalf of [Primary Partner in case of consortium/bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Company:

Address:

Seal/Stamp of bidder:

**List of Enclosures:**

A copy of the corporate sanctions / approvals /board resolution authorizing its entitled representative to sign/act/execute documents forming part of this proposal including various application documents and binding contract. Consortium declaration (as per **annexure 13.5.1** of the RFQ) and consortium agreement / Letter of intent to execute consortium should be submitted in case of a consortium.

### 13.2.2. Form PQ2: Self declaration for non-black listing

The certificate below is to be submitted by the Bidder/**Primary Partner in case of Consortium**

<To be printed on Company letterhead, signed by authorized signatory>

#### Self-declaration for non-black listing

[Date]

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

Dear Sir,

Ref: Self-declaration for non-black listing to be submitted by Bidder

I/We <Bidder Name> hereby confirm that our Organization has not been blacklisted or debarred or banned by any ministry/department/attached offices/subordinate offices under Government of India, any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs in India or any Statutory or Regulatory or Government Authorities for corrupt, fraudulent or any other unethical business practices, during the last 3 years, reckoned from the last date of original bid submission.

OR

**(In case of consortium)**

I/ We <Bidder Name – Primary partner> hereby confirm that our Organization and our Consortium Partner(s), <All Non-Primary Partners names, separate by commas>, have not been blacklisted or debarred or banned by any ministry/department/attached offices/subordinate offices under Government of India, any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs in India or any Statutory or Regulatory or Government Authorities for corrupt, fraudulent or any other unethical business practices, during the last 3 years, reckoned from the last date of original bid submission.

Sincerely,

(Authorized Signatory)  
(**Primary Partner** in case of consortium)  
(Name & Signature of Key Managerial Personnel)

Duly authorized to sign the RFQ Response for and on behalf of:

(Name and Address of Company)  
Seal/Stamp

### 13.2.3. Form PQ3: Financial Strength

Based on its books of accounts and other published information authenticated by me, this is to certify that..... <<Name of the organization/Primary Partner in case of consortium>> has an average annual turnover of ₹.....<<amount>> for the last three Financial Years <<mention Financial Years>> as per year-wise details noted below:

#### Financial Information of the Bidder/Primary Partner in case of consortium

Financial Strength of the Organization			
Sl.	Financial Year	Annual Turnover (In ₹)	Whether Having Positive Net Worth (Yes / No)
1.			
2.			
3.			
4.	Total Annual turnover in last three financial years (<<mention Financial Years>>) in ₹		
5.	Average Annual turnover for last three financial years (<<mention Financial Years>>) in ₹		
<p><b>Note:</b> Enclose supporting documents of your claim as per requirement of this RFQ For e.g. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.</p>			
<p>[Signature]                      [Name]                      [Designation]                      Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)                      Seal/Stamp                      &lt;&lt;Certificate by Statutory Auditor of the Bidder/Primary Partner in case of consortium&gt;&gt;</p>			

**13.2.4. Form PQ4: Pre-Qualification (PQ) Document Checklist <Revised>**

***PQ Document Checklist***

<b>Sl</b>	<b>Name of the Document</b>	<b>Attached (Yes/No/NA)</b>	<b>Reference Page No's</b>
1	Cover letter signed by authorised signatory of the bidder (Form PQ1)		
2	Certificate of Registration/ Incorporation, Copy of GST Registration, Copy of TAN/PAN card, PQ criteria (Section 8 (i), Table- 2, SI 1)		
3	CSP's MeitY empanelment certificate, Copy of Authorised partner certificates from CSP, Authorization from CSP for bid submission, Power of Attorney authorising the person to sign the Bid. (Section 8 (i), Table- 2, SI 2)		
4	Audited Balance Sheet and Profit & Loss Account, PQ criteria (Section 8 (i), Table- 2, SI 3)		
5	Certificate (Form PQ3) issued by a practicing Chartered/Cost Accountant Firm, with membership number certifying the Net Worth, Annual Turnover, PQ criteria (Section 8 (i), Table- 2, SI 4)		
6	Undertaking (Form PQ2) that the Bidder has not been blacklisted or debarred, PQ criteria (Section 8 (i), Table- 2, SI 7)		
7	URL of the public portal showing the rates for the available GenAI Models on the proposed CSP (Section 10.2)		
8	Work order along with completion certificates (Section 8 (i), Table- 2, SI 5)		
9	Self-certified copies of valid certificates, obtained from certifying authorities (Section 8 (i), Table- 2, SI 8)		
10	Self-declaration on company letter head that participating in this bid as Single Entity (Section 8 (i), Table- 2, SI 9)		
11	Power of Attorney/Board resolution for Authorized Signatory		
12	Consortium Agreement / Letter of intent to execute consortium (In case of consortium) clearly stating the roles of the partners, division of scope of work and primary partner and non-primary partners		
13	Consortium Declaration as per Annexure- 13.5.1 (In case of consortium)		
14	Any other document as required under this RFQ		

**Date:**

**Signature** .....

**Place:**

**Full Name of Authorized Signatory** .....

**Designation**.....

**Contact Details & Address** .....

**13.3. Annexure III: Technical Qualification Proposal Format**

**13.3.1. Form TQ1: Bidder’s information**

Following information are required to be filled by Bidder (Bidder may add rows if required)

*Bidder Details*

Information Requirement		Details
1	Type of the Bid	Individual
2	Name of the Bidder	
3	Address of place of business	
4	Nature of Business	
5	Number of years in the business of providing Cloud IT services	
6	Authorized partner of proposed CSP for (number of years).	
7	Number of certified cloud resource personnel in the payroll of the bidder.	

Date:

Signature .....

Place:

Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

**13.3.2. Form TQ2: Project Experience Submission format**

(To be submitted along with technical proposal on the letterhead of the bidder/**Primary Partner in case of consortium**)

The bidder shall submit its experience with respect to Projects executed in the last 3 years, reckoned from the last date of original bid submission. The details regarding the projects executed shall be tabulated as per table below:

**Table 18: Bidder Project Information**

SI No.	Name of Project (Name of Client)	Contact details of Client	Scope	Start date	End Date	Year wise Billing	Page Number of the Technical Bid

The bidder agrees to the purchaser contacting the concerned clients for verification of the details provided above. The purchaser shall only consider the projects mentioned in the above table. Projects listed above and not substantiated with relevant documents pertaining to the projects will not be considered for evaluation.

Purchase may seek clarification regarding the projects executed by the bidder.

The bidder agrees and understands that in case of wrong/misleading information, the bid will be liable for disqualification.

**Declaration**

I, the undersigned, certify to the best of my knowledge and belief, that the information contained in this form correctly describes my experience.

**Signature of authorized representative of the Bidder:**

**Date:** \_\_\_\_\_ **Signature** .....

**Place:** \_\_\_\_\_ **Full Name of Authorized Signatory** .....

\_\_\_\_\_ **Designation**.....

\_\_\_\_\_ **Contact Details & Address** .....

### 13.3.3. Form TQ3: Undertaking for Compliance with Service Level Agreement (SLA)

To,  
DIC-NeGD,

#### **Subject: Undertaking to Abide by the Service Level Agreement (SLA)**

Dear Sir/Madam,

We, [Insert Name of the Bidder], a company incorporated under the laws of [Insert Country], having our registered office at [Insert Full Address], do hereby undertake and agree to abide by all the terms, conditions, and performance standards as outlined in the Service Level Agreement (SLA) section of the bid document [Insert Bid Reference Number], for the provision of Generative AI (GenAI) models and associated services to the DIC-NeGD for the UTTARA project.

We specifically acknowledge and agree to the following:

- We hereby affirm that we will comply with all provisions of the SLA as set forth in the bid document, including but not limited to penalties for violations, and ensure continuous service delivery as per the agreed performance standards throughout the contract duration.
- We shall provide a real-time dashboard with comprehensive visibility into model performance, billing, token consumption, and upcoming models, as outlined in the SLA, and accept liability for any discrepancies or lack of transparency.
- We commit to applying the agreed discount on monthly billing and ensuring transparency in token consumption and usage reporting, in compliance with the SLA terms.
- We shall resolve any issues within the specified timelines for critical, high-priority, and low-priority issues, and accept the associated penalties in case of delays or failures to meet these commitments.

We understand that failure to comply with any of the SLA requirements may result in financial penalties, contract termination, or other legal consequences as specified in the bid document.

We hereby certify that the information provided in this undertaking is true and accurate to the best of our knowledge.

Yours faithfully,

For and on behalf of [Insert Name of the Bidder],  
Authorized Signatory: \_\_\_\_\_  
Name: [Insert Name]  
Designation: [Insert Designation]  
Date: [Insert Date]  
Company Seal: \_\_\_\_\_

13.3.4. Form TQ4: Technical Qualification Document Checklist<Revised>

Technical Qualification Document Checklist

Sl.	Name of the Document	Attached (Yes/No)	Reference No's	Page
1	Form PQ4: PQ Document Checklist			
2	Form TQ1: Bidder's information			
3	Form TQ2: Project Experience			
4	Form TQ3: SLA Undertaking			
5				
6				
7				
8				
9				
10				

**Countersignature of authorized representative of the Bidder/Primary Partner in case of consortium:**

Date:

Signature .....

Place:

Full Name of Authorized Signatory .....

Designation.....

Contact Details & Address .....

#### 13.4. Annexure IV: Commercial Proposal (CP) format

##### 13.4.1. Form CP1: Covering letter

<To be submitted in company's letterhead>

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Subject: RFQ for “Selection of MSP for providing Gen-AI Models for UTTARA”**

**Dear Sir/Madam,**

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect to “Selection of MSP for providing Gen-AI Models for UTTARA” do hereby propose to provide services as specified in the RFQ No: <Insert RFQ Number> dated <Insert Date>

**PRICE AND VALIDITY:** All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFQ. The validity of the bid is 180 days from the last date of bid submission.

We are an Indian Firm and do hereby confirm that our Tender prices include all taxes and duties. However, all the taxes are quoted separately under relevant Sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

**DEVIATIONS:** We declare that all the services shall be performed strictly in accordance with the RFQ irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

**TENDER PRICING:** We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in the RFQ.

**QUALIFYING DATA:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in

this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**BID PRICE:** We declare that our Bid Price is for the entire scope of the work as specified in the RFQ. These prices are indicated in the section attached with this RFQ as part of the RFQ.

**AVAILABILITY OF SERVICES IN INDIA:** We declare all the services explicitly mentioned in the BOM are available in INDIA and the data in rest or in motion always remain in INDIA only.

**PERFORMANCE BANK GUARANTEE:** We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in **Section 13.1.2. Template 2 <revised>**

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the RFQ is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

13.4.2. Form CP2: Indicative Bill of Material <Revised>

<To be issued by CSP on its Letterhead >

Certificate shall be submitted by the Bidder

The Bill of Material (BoM) presented herein is strictly indicative, and DIC/NeGD shall process payments solely based on actual service utilization through monthly billing cycles. This procurement initiative for Generative AI related services aims to establish a comprehensive Discount Framework (expressed as a percentage) that shall be uniformly applicable across all GenAI services, wherein DIC-NeGD retains exclusive discretionary rights for quantity modifications and service augmentation.

**INDICATIVE BILL OF MATERIAL (PER MONTH) <revised>**

S. No. (A)	Component (B)	Description (C)	Public Price per Million Tokens (\$) (D)	Discount % Offered (E)	Discounted Price per Million Token (\$) (F)	Total Price per Billion Token (\$) (G = 1000 * F)
1	Cohere Embed Multilingual	Price for handling 1 mn input tokens	0.1			
2	OpenAI Text Embedding (Large)	Price for handling 1 mn input tokens	0.13			
3	Anthropic Claude 3 Sonnet	Price for handling 1 mn input tokens	3			
4	Anthropic Claude 3 Sonnet	Price for handling 1 mn output tokens	15			
5	Meta-Llama-3-70B	Price for handling 1 mn input tokens	3.18			
6	Meta-Llama-3-70B	Price for handling 1 mn output tokens	4.2			
7	OpenAI GPT-4o	Price for handling 1 mn input tokens	2.5			
8	OpenAI GPT-4o	Price for handling 1 mn output tokens	10			



### 13.4.3. Form CP3: Commercial Proposal (Bill of Materials)

**Bidder shall not mention price in the technical proposal. Violation shall result in the bid being rejected**

To,  
CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Subject: Submission of the Commercial Proposal for “Selection of MSP for providing Gen-AI Models for UTTARA”**

Dear Sir,

**Table CP3(A): Discount offered on Public Listed Services**

Service Categories	Cumulative List Price (INR)	% Discount	Discount (INR)	Net offered Price (in INR)	GST %	Total (Incl GST)
1	2	3	4	5	6	7
GenAI Models						
Sub Total =						

**Note:**

1. The bid value shall include all taxes and levies, and shall be in Indian Rupees (₹).
2. In case service is not listed in BoM or a variation of service is not listed in BoM, the payments shall be made based on actual invoice adjusted to above discount rate.
3. For points above, MSP quoted discount shall be applied on the total bill.
4. The bidder should ensure that the filled in commercial proposal with price should not be submitted along with the technical proposal, in such case the bid will be rejected.
5. Bidders are required to quote Discount percentage and GST % against each of the mentioned Service Categories as given in Form CP3: Commercial Proposal, Table CP3(A).
6. The commercial proposal must be signed and stamped properly by the authorised signatory.
7. The bidder should fill all the values properly, in case any value is not given, the same will be treated as zero during the whole contract period.
8. In case the bidder does not provide any services as a part of a commercial item, the bid will be rejected.
9. The filled and signed Form CP3: Commercial Proposal (Bill of Materials) shall be submitted with the Commercial proposal.
10. Purchaser may increase/decrease the quantity of services.

11. Quantities mentioned in Form CP2: Indicative Bill of Material are indicative consumption per month and are for evaluation purpose only, with no commitment from the Purchaser regarding the minimum guaranteed quantity or that the projected quantity will be utilized.
12. For details of functionality requirement for each item refer scope of work.
13. We agree to provide the tiered discount based on the annual billing.
14. The discount identified (as per Price bid) for each model shall also be applicable to any updated variant of the same model. However, if NeGD-DIC opts to procure an AI model not listed in the original scope, but available through the selected Managed Service Provider (MSP), the overall discount rate, as specified above (at CP3(A)), will apply to such newly procured AI models.

**Table CP3(B): Total Cost of the Services per Tender document**

Sr.	Cumulative Token Consumption*	Increment	New Discount
1	Upto 10 billions token	As discovered (X)	
2	>10 billion tokens	.....%	X+.....%

X= Overall Discount as mentioned in Table CP3(A)

We, hereby, accept that we will not withdraw or modify our bid during the bid validity period (i.e., 180 days from the last date of bid submission). We understand that in violation of this declaration, we may be penalized with suspension for participation in future for a period of up to one year.

**(Authorized Signatory/ies of the Bidding Agency)**

Seal & Signature:

Date:

### 13.5. Annexure V: Other formats

#### 13.5.1. Declaration by Consortium Partners

(Original signed copy on company letterhead of primary partner)

[Date]

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

Dear Sir,

**Ref: Declaration by consortium partners for providing GenAI Models for UTTARA**

- I/We agree to adhere with the schedule of implementation and deliver the services as specified in this invitation for application document.
- I/We agree to submit the Consortium Agreement duly stating the Primary partner and the non-primary partner(s).
- I/We agree to that the Primary partner will be held accountable by NeGD for all the delivery and tender conditions and will be held responsible for breach of conditions, agreements, as stated in this document.
- I/We agree that NeGD would release payment only to the Primary partner.
- I/We agree to submit any other agreements with the bidding consortium partner that conflict with the terms and conditions of this document.
- I/We agree that our bid might be summarily rejected in case the Proposal/Bid Evaluation Committee finds any such agreement that effect the execution of the terms of this document.
- If there is any prior agreement between Primary and the non-primary partners which conflicts with any of the clauses of this tender document, I/We agree that it is the responsibility of the Primary partner to ensure that the prior agreement is modified so that it is compliant with the conditions of this document.

Primary Partner Name:

Signature:

Signing Authority Name:

Designation:

Seal of the Primary Partner:

(Non-primary partners)

Secondary Partner Name:

Seal of the Secondary Partner Signature:

Signing Authority Name:

Designation:

[Please add the above for all the Non-primary partners]

### 13.5.2. Self-Declaration by Authorized Signatory [on Company Letterhead]

Date: [Insert Date]

To

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Subject: Self-Declaration for Bidder Entity**

Dear Sir/Madam,

I, [Authorized Signatory's Full Name], the authorized signatory of [Bidder Company/Consortium Primary Partner's Name], hereby declare that the Bidder entity meets the eligibility criteria outlined in the bid document and affirms the following:

1. The Bidder entity is a company registered in India under the Companies Act, 1956 (or the applicable law of India) and is based in India.
2. The Bidder is participating in the bidding process as a **single entity/consortium**. [If participating as a consortium, specify the names of the consortium partners and their respective roles].
3. The company holds the authority to submit the bid and is legally authorized to sign this declaration.
4. All the information provided by the Bidder in this declaration and the bid documents is true and correct.
5. The Bidder is aware of and accepts the terms and conditions stipulated in the bidding process.

I affirm that the information provided above is accurate and verifiable. We undertake to provide any further documentation or clarification, if required, in relation to this declaration.

Thank you.

Sincerely,

**[Signature]**

[Authorized Signatory's Full Name]

[Designation]

[Company Name]

[Company Address]

[Phone Number]

[Email Address]

**13.5.3 Undertaking of Compliance with MeitY Data Localisation and Certification Requirements**

[Date]

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Subject: Undertaking of Compliance with MeitY Data Localisation and Certification Requirements**

We, [Name of MSP/ Primary partner of the consortium], hereby confirm that all Cloud Services provided under this RFQ will fully comply with the MeitY guidelines on data localisation. We further confirm that all data centers utilized will be within India and will exclusively rely on MeitY's empanelled Cloud Service Providers.

[Name of MSP/ Primary partner of the consortium] is committed to ensuring that our services adhere to all relevant legal and regulatory guidelines as stipulated by MeitY, as applicable to data localisation requirements for the entire contract duration.

Authorised Signatory:

Name: [Authorised Person's Name]

Title: [Title of Authorised Person]

Date: [Date of Signing]

**13.5.4. Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components**

[Date]

To,

CEO  
DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

**Subject: Undertaking for the CSPs (the Authorized Channel Partner for GenAI Models) Components**

We, [Name of Bidder/Primary partner of the consortium], having our registered office at [Address], hereby declare that the details of the CSPs (the Authorized Channel Partner for GenAI Models) for provisioning specific GenAI model components are accurate and up-to-date, and that we have valid authorization from each respective CSP to provision these GenAI components. **The details of the authorized channel partner for each component, along with the corresponding documentation URLs, are as follows:**

Details of Authorized Channel Partner			
S. No.	Component	Name of Authorized Channel Partner (s)	Documentation URL
1	Cohere Embed Multilingual		
2	OpenAI Text Embedding (Large)		
3	Anthropic Claude 3 Sonnet		
4	Meta-Llama-3-70B		
5	OpenAI GPT-4o		
6	Gemini 1.5 Pro		

Authorised Signatory:

Name: [Authorised Person's Name]

Title: [Title of Authorised Person]

Date: [Date of Signing]

### 13.5.5. Undertaking by Managed Service Provider (MSP) [on the Company Letterhead]

Date: [DD/MM/YYYY]

To,  
CEO

DIC-NeGD  
Ministry of Electronics & Information Technology,  
Electronics Niketan Annex.,  
6, CGO Complex, Lodhi Road,  
New Delhi: 110003

#### Subject: Undertaking for Compliance with MeitY's Empanelled CSPs Requirement

Dear Sir/Madam,

We, [Name of the Managed Service Provider (MSP)], a duly authorized Managed Service Provider (MSP) for [Name of the CSP(s)] (MeitY's empanelled Cloud Service Providers), hereby submit this undertaking in connection with the bid for [Tender Name/Reference Number].

In compliance with the requirement outlined in the tender document, we confirm the following:

**1. Duration of Partnership:**

We have been providing Managed Services as an authorized Managed Service Provider (MSP) of [CSP Name(s)], who are empanelled under the Ministry of Electronics and

**2. Authorized Signatory:**

We further declare that this undertaking is being executed by the undersigned, who is the authorized signatory of [MSP Name], with full authority to bind the organization legally.

**3. Accuracy of Information:**

We acknowledge that any misrepresentation or false information in this undertaking may lead to the disqualification of the bidder or consortium from the bidding process, and may also result in legal consequences as per the applicable laws.

This undertaking is submitted in good faith and with the full understanding of the obligations under the bidding process.

Thank you for your consideration.

Sincerely,

[Name of Authorized Signatory]

[Designation]

[Company Name]

[Company Address]

[Phone Number]

[Email Address]

**Authorized Signatory**

(Signature with Company Seal)

## Notes:

- Ensure that the **undertaking** is on the official **letterhead** of the Managed Service Provider (MSP).
- The **authorized signatory** should be someone with the authority to legally bind the company.
- Replace placeholders such as **[Bidder or Consortium Name]**, **[Tender Name/Reference Number]**, **[CSP Name(s)]**, **[Name of MSP]**, and so on with the actual information specific to your case.

**13.5.6 Format of Consortium Agreement to be entered amongst all Partners of a bidding Consortium**

**<This is a reference template for bidders. Bidders shall mandatorily define the roles and responsibilities of each party of the consortium>**

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

**FORM OF CONSORTIUM AGREEMENT BETWEEN**

M/s....., M/s. ...., M/s.

....., AND M/s. .... for bidding for Tender No.

[Tender Details] (the "RFQ") dated [Date] as per its Clause 6.1.

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this ..... [date] day of ..... [month], ..... [year] between:

1. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "**Party 1 & Primary Partner**," which expression shall include its successors, executors and permitted assigns);

2. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "**Party 2 & Non-Primary Partner**," which expression shall include its successors, executors and permitted assigns);

3. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called the "**Party 3 & Non-Primary Partner**" which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Partners above.]

for the purpose of submitting the Bid in response to the RFQ and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFQ and ensure execution of the RFQ Documents as may be required to be entered into with NeGD.

**Party 1 & Primary Partner, Party 2 & Non-Primary Partner, Party 3** are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS Clause 6.1 of the RFQ stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFQ, whereby each Consortium Partner undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFQ, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFQ document.

NOW THEREFORE, THIS INDENTURE WITNESS AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by [Employer], we the Partners of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... [Insert name of the Primary Partner], shall act as the Primary Partner as defined in the RFQ for self and agent for and on behalf of M/s. ...., M/s. ...., M/s. ...., and M/s. .... [the names of all the other partners of the Consortium to be filled in here].

2. The Primary Consortium Partner is hereby authorized by the Partners of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Partners. The Roles and Responsibilities of all other partners shall be as per the Annexure to this Agreement.

3. The Primary Consortium Partner shall be liable and responsible for ensuring the individual and collective commitment of each of the Partners of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Partner further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFQ.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Partners, then all Partners of the Consortium and Parties shall be liable to meet the obligations as defined under this RFQ.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Primary Partner under these presents.

6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

7. It is hereby agreed that the Primary Consortium Partner shall furnish the Bid Security, as stipulated in the RFQ, on behalf of the Bidding Consortium.

8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to [Employer] as stipulated in the RFQ. The Primary Partner shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Partners.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by [Employer].

10. The Primary Consortium Partner is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Partners respectively from time to time in response to the RFQ for the purposes of the Bid.

11. It is expressly understood and agreed between the Partners of the Consortium and Parties that the responsibilities and obligations of each of the Partners shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Partners, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFQ Documents.

12. It is clearly agreed that the Primary Consortium Partner shall ensure performance indicated in the RFQ and if one or more Consortium Partners fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Partners.

13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of [Employer].

14. This Consortium Agreement:

a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;

b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and

c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of [Employer].

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through [Employer], executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. Common Seal of .....

For M/s. .... (Party 1 & Primary Partner) has been affixed in my/ our presence

[Signature of Authorized Representative]

pursuant to Board Resolution dated .....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

1.1. Witness 1

1.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 2]

.....

.....

Name:

Name:

Designation:

Designation:

2. Common Seal of .....

For M/s. .... (Party 2 & Non-Primary Partner) has been affixed in my/ our presence

[Signature of Authorized Representative]

pursuant to Board Resolution dated:.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

2.1. Witness 1

2.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

3. Common Seal of .....

For M/s. .... (Party 3 & Non-Primary Partner) has been affixed in my/ our presence

[Signature of Authorized Representative]

pursuant to Board Resolution dated:.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

Role and Responsibility of each Partner of the Consortium:

1. Roles and Responsibilities of the Party 1 & Primary Partner:

2. Roles and Responsibilities of the Party 2 & Non-Primary Partner

3. Roles and Responsibilities of the Party 3 & Non-Primary Partner

\*\*\* End of the Document \*\*\*