Inviting Applications
for
Empanelment of Agencies for
providing AI services on Cloud

IndiaAI – IBD
Digital India Corporation (DIC)

Ministry of Electronics and Information Technology
Electronics Niketan Annexe,
6 CGO Complex, Lodhi Road
New Delhi-110003
India

August 2024

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Glossary of Terms

S.N.	Term	Description
1	AI	Artificial Intelligence
2	AOA	Articles of Association
3	CA	Chartered Accountant
4	CERT-In	Indian Computer Emergency Response Team
5	CPU	Central processing unit
6	CSP	Cloud Service Provider
7	DC	Data Centre
8	DDOS	Distributed Denial-of-Service
9	DIC	Digital India Corporation
10	DR	Disaster Recovery
11	FP32	32-bit Floating point/ Single-precision floating-point format
12	FP64	64-bit Floating point/ Double-precision floating-point format
13	GPU	Graphics Processing Unit
14	GST	Goods and Services Tax
15	HIDS	Host-based intrusion detection system
16	IaaS	Infrastructure as a Service
17	IAM	Identity and access management
18	IBD	Independent Business Division
19	IOPS	Input/Output operations per second
20	IPS	Intrusion Prevention System
21	ISO	International Organization for Standardization
22	ITIL	Information Technology Infrastructure Library
23	KW	Kilowatt
24	LLM	Large Language Model
25	LLP	Limited Liability Partnership
26	MCA	Ministry Of Corporate Affairs
27	MeitY	Ministry of Electronics and Information Technology
28	MFA	Multi-factor authentication
29	MIS	Management Information System
30	MPLS	Multiprotocol label switching
31	MSME	Micro, Small & Medium Enterprises
32	MSP	Managed Service Provider
33	MW	Mega-Watt

34	NIDS	Network-based intrusion detection system
35	NOC	Network Operations Center
36	OS	Operating System
37	PaaS	Platform as a Service
38	PAN	Permanent Account Number
39	PCI DSS	Payment Card Industry Data Security Standard
40	PEC	Proposal / Bid Evaluation Committee
41	PSU	Public Sector Undertaking
42	RAM	Random-access memory
43	SIEM	Security information and event management
44	SLA	Service Level Agreements
45	SOC	Security Operations Center
46	TFLOPS	teraFLOPS
47	TIA	Telecommunications Industry Association
48	vCPU	Virtual Central Processing Units
49	VM	Virtual Machine
50	VPN	Virtual private network

Definitions

S.N.	Term	Definition
1	Authorized Signatory	"Authorized signatory" is a person who's been given the right to sign documents on behalf of the authorizing organization.
2	Successful Bidder	"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, empaneled service provider, cloud services provider, empaneled agency, service provider and such have been used interchangeably in context.
3	End User	"End user" is a person, organization authorized by Issuing Authority to use the services of successful bidders.
4	Dynamically Scalable	Cloud infrastructure that scales in an automated manner (horizontally or vertically) based on pre-defined policies
5	Cloud	Cloud computing (shortened to 'Cloud) is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) which can be rapidly provisioned and released. Computing resources being provisioned are installed in a secure datacenter and they may be accessed over the public internet, VPN, or other channels by the end users
6	Cloud services	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)
7	AI Compute Unit	AI compute unit is a hardware device that implements an electronic circuit that can perform mathematical calculations on large datasets at a high speed in parallel. AI compute units are suitable for computing tasks that require mathematical operations on a large dataset like graphics rendering, machine learning (ML), and video editing as they can perform the same operation on multiple data values simultaneously. This increases the processing efficiency for many compute-intensive tasks. **For the purpose of this document, the term *AI compute unit*, is equivalent to compute products like GPUs, Accelerators, TPUs and other such hardware components used for AI workloads**
8	AI Compute Memory	AI compute memory refers to the on-chip memory available with AI Compute units for storing transient data buffers. This

		data helps in complex mathematical, graphical, and visual data operations.
9	AI Compute Instance	AI compute instance refers to a virtual machine (VM) hosted in a cloud computing environment that is equipped with one or more AI Compute units
10	AI Compute Services	AI compute instances hosted over cloud and offered to end users over the public internet or a private network
11	Virtual Machine and Virtual Machine Instance	A virtual machine (VM) or a virtual machine instance is a computing environment that functions as an isolated system with its own CPU, memory, network interface, and storage, created from a pool of hardware resources. A software called a hypervisor which runs on the host machine(s) isolates the necessary computing resources and enables the creation and management of VMs.
12	AI services on cloud / AI services / AI cloud services	Cloud services that can be accessed over the public internet or a private network for developing, deploying, and operating AI/ML software and applications. These consist of compute services as well as non-compute services such as storage services, data transfer mechanisms, AI platforms and any other AI services.
13	Discovered L1 rate	The lowest rate discovered for the AI services being empaneled through the process described in this document. The empaneled agencies would invoice IndiaAI and End users for consumed AI cloud services at this rate or lower.
14	Published rate	The rates published by the bidders on their cloud portal / website / any public portal. Published rate is the rate at which the empaneled agencies deliver the AI services sought in this document to its existing customers (general public)
15	AI Platform	AI platform is a collection of software, tools, libraries, frameworks, services (including MLOps, LLMOps), workspaces and processes that allow developers and operations teams to design, develop, deploy and maintain AI applications.
16	Other AI services	Other AI services include all those services that are used in developing foundational models or fine tuning the models or building the AI applications that are not part of the AI platform. Eg. PaaS services, Existing AI services for translation, transliteration, OCR services, audio processing services etc.

Factsheet

S. N.	Information	Details
1.	Bid No.	INDAI/6/2024-INDAI
2.	Project Name/ Name of Work	Inviting Applications for Empanelment of Agencies for providing AI Services on Cloud
3.	Tender Type	Empanelment for AI Cloud Access
4.	Submission Mode & Website to download	Online mode
5.	Date of Publish	16th August 2024
6.	Last date & time for receipt of pre-bid queries	Queries to be sent to Mr. R A Dhawan, Sr. GM, IndiaAI IBD, Ministry of Electronics & Information Technology 4th Floor, Electronics Niketan 6. CGO Complex, Lodhi Road New Delhi - 110 003 E-mail: pmu.etech@meity.gov.in Queries to be sent by 26th August 2024 5:00 PM
7.	Date, time & venue of pre-bid Meeting	29th August 4:00 PM – 5:00PM Venue – Conference Hall No. 1007, Electronics Niketan, 6. CGO Complex, Lodhi Road, New Delhi - 110 003
8.	Last date & time (deadline) for submission of Bid	6th September 2024 5:00 PM
9.	Place, Time and Date of opening of Financial proposals received	Time & Date to be communicated to technically qualified bidders Venue – Conference Hall No. 1007, Electronics Niketan, 6. CGO Complex, Lodhi Road, New Delhi - 110 003
10.	Addressee and Address at which proposals in response to RFE notice are to be submitted:	Mr. R A Dhawan, Sr. GM, IndiaAI IBD, Ministry of Electronics & Information Technology 4th Floor, Electronics Niketan, 6. CGO Complex, Lodhi Road, New Delhi - 110 003
11	Date & Time of opening of Technical Proposal	9th September 2024 11:00 AM

12	Date & Time of Presentation / Demo	To be communicated to bidders meeting the eligibility criteria
13.	Date & Time of opening of Financial Proposal	To be communicated to technically qualified bidders
14.	Bid Validity Period	180 from the last date of submission of bids.
15.	Contract Duration	36 months (Extension based on mutually agreed terms)
16.	No. of Covers/Packets/Envelope	Part 1: Technical Proposal Part 2: Financial Proposal

1. Background and Purpose of Empanelment

The IndiaAI Mission aims to create a robust ecosystem that accelerates AI innovation through strategic initiatives and collaborations spanning both public and private domains. By democratizing access to computing resources, enhancing data quality, nurturing homegrown AI expertise, attracting top talent, fostering industry partnerships, supporting startup ventures, promoting socially impactful AI projects, and emphasizing ethical practices, the mission seeks to foster responsible and inclusive growth within India's AI landscape. Towards this, Ministry of Electronics, and Information Technology, MeitY, has established IndiaAI Independent Business Division (IndiaAI) under Digital India Corporation for implementing the IndiaAI mission.

The IndiaAI mission is poised to catalyse the AI ecosystem through its seven key pillars as mentioned below:

- **IndiaAI Compute:** Public AI cloud infrastructure will be set up in a PPP model with 10,000 or more GPU capacity. Further, an AI marketplace will be designed to offer AI as a service and pre-trained models to AI innovators.
- **IndiaAI Innovation Centre (IAIC):** The AI Innovation centre will develop and deploy indigenous Large Multimodal Models (LMMs) that will be trained on India-specific data.
- **IndiaAI Datasets Platform:** The IndiaAI Datasets Platform will be developed to improve access, quality, and use of public sector datasets to make it AI ready.
- **IndiaAI Application Development Initiative:** The IndiaAI Application Development Initiative will develop, scale, and promote the adoption of impactful AI solutions to effectively tackle significant problem statements.
- **IndiaAI FutureSkills:** IndiaAI FutureSkills will mitigate barriers to entry into AI programs by focusing on all levels of higher education in AI. Further, Data and AI Labs will be set up in Tier 2 and Tier 3 cities across India, to impart foundational-level courses in Data and AI.
- **IndiaAI Startup Financing:** A spectrum of startup development stages starting from product development to commercialization will be supported.
- **Safe & Trusted AI:** This pillar will enable the implementation of Responsible AI projects including the development of indigenous tools and frameworks, self-assessment checklists for innovators, and other guidelines and governance frameworks.

For democratizing access to AI infrastructure, critical for innovation and ensuring the global competitiveness, IndiaAI is looking to empanel AI services on cloud and offer the services to academia, MSMEs, startups, research community, governments, public sector agencies and other entities approved by IndiaAI.

This document provides empanelment requirements and guidelines for AI services on cloud. In this document / AI Services on Cloud / AI Cloud Services/ AI Services have been used interchangeably.

1.1   Purpose of Empanelment

Infrastructure services like High Performance Compute, Network and Storage are key requirements for implementing the various activities planned under IndiaAI mission, like promoting research & development of AI tools, development of indigenous LLMs and AI applications.

The primary purpose of this empanelment is to provide access of AI Services over cloud to the authorised end users from academia, MSMEs, startups, research community, governments, public sector agencies and others. IndiaAI would approve the end users who can access these AI services on cloud. The empaneled agencies will provide their services to these authorized end users at prices discovered through this process.

The AI services on the cloud from the select agencies would be empaneled for 36 months and may be extended further based on mutually agreed terms.

The 'Invitation for Application' is not an offer by IndiaAI but an invitation to receive proposals from eligible and interested bidders in respect of the requirements mentioned in this document. The application/proposal does not bind IndiaAI to enter into a procurement agreement with the potential bidders.

2. Issuing Authority

IndiaAI Independent Business Division has been established under Digital India Corporation, MeitY with the purpose of implementing India AI mission.

This invitation for empanelment is issued by the India AI and is intended to empanel AI Service Offerings on Cloud. IndiaAI's decision regarding empanelment of the AI Service Offerings through this proposal shall be final.

S. No.	Item	Description
1	Project Title	Inviting Applications for Empanelment of Agencies for providing AI Services on Cloud
	Project Initiator and Issuer Details	
2	Department / Ministry	IndiaAI, Digital India Corporation, MeitY
3	Contact Person	Mr. R A Dhawan
4	Email address for all application/proposal correspondence	E-mail: pmu.etech@meity.gov.in
5	Address for the purpose of application/proposal submission	Mr. R A Dhawan, Sr. GM, Ministry of Electronics & Information Technology 4th Floor, Electronics Niketan 6. CGO Complex, Lodhi Road New Delhi - 110 003
6	Website address	https://indiaai.gov.in

3. Technical Qualification Criteria

3.1 Bidding Consortium

- A consortium of partner companies can bid, with one of them designated as primary partner and the other(s) as secondary. The maximum number of partners in a consortium will be 3 (three).
- The consortium agreement 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 secondary partners.
- Consortium members may be -
    - o Data Center Provider or
    - o Cloud Services Provider (CSP) or
    - o MSP / Authorized partner of a CSP or
    - o System Integrator with experience in cloud implementation / solutioning
- Consortium agreement shall be enclosed with the proposal. Alternatively, a Letter of Intent to execute a consortium agreement in the event of a successful bid shall be signed by all the partners and submitted with the bid along with the copy of the proposed agreement.
- No partner of the consortium should bid individually or as a partner of another consortium.

3.2 Eligibility Criteria

The bidders (individual bidders or consortiums) should meet the below eligibility criterion to be eligible for technical score evaluation and the rest of the empanelment 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.

#	Criteria	Documents Required
1	Bidder(s) must be a Legal Entity i.e., a company incorporated in India under the Companies Act, 1956 or 2013 OR LLP Act 2008/ Partnership Act, 1932. OR A partnership firm registered under Indian LLP act 2008. And subsequent amendments thereto.	• Certificate of Incorporation / Memorandum of Association (MoA) / Article of Association (AoA) • GST registration certificate • PAN

#	Criteria	Documents Required
	Bidder(s) must be Registered with the Income Tax (PAN) and GST Authorities in India with active status. In case of a consortium, these criterion needs to be met by all the members of consortium.	In case of consortium, above documents need to be provided by all members of the consortium.
2	Bidder /Primary partner must have an average annual turnover of more than Rs. 100 cr for last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022-23 & 2023-24). In case of consortium, the non-primary consortium members should have a minimum average annual turnover of Rs 50 Cr for the last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022 & 2023-24) Further, the average annual turnover in the last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022 & 2023-24) from cloud operations for atleast one of the consortium partners should be more than Rs 50 Cr	Copy of audited statement of account (P&L account & 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 The consortium partner with more than Rs 50 Cr average annual turnover from cloud operations in the last three financial years (2020-21, 2021-22 & 2022-23) or (2021-22, 2022 & 2023-24) should provide a CA certificate certifying the same
3	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 as on date of bid submission.	Self-declaration duly signed by the authorized signatory on company letterhead as per Annexure – 6 In case of consortium, this declaration needs to be provided by primary partner on behalf of all the partners
4	Cloud platform proposed by bidders must possess all following valid, latest certifications at the time of submitting the bid. 1. ISO 27001 : 2022 2. ISO 20000-1:2018 3. ISO 27017:2015 4. ISO 27018:2019 5. TIA-942/ UPTIME (Tier III or higher)	Copy of Valid Certificates In case of consortium, the primary partner needs to submit these certificates. In case of a MeitY GI Cloud empaneled CSP, the empanelment certificate shall be furnished.

#	Criteria	Documents Required
	6. SOC 1 (Optional) 7. SOC 2 (Optional) 8. PCI DSS (Optional) Cloud service providers with a valid MeitY GI cloud empanelment need not submit the above certificates.	Empanelment should be valid on date of bid submission
5	Cloud platform proposed by bidders should have an operational NOC and SOC in India.	Self-Certification by the authorized signatory on Company's letter head mentioning location of NOC and SOC in India
7	All AI services are to be delivered from data centers in India.	Self-Certification by the authorized signatory on Company's letter head mentioning location of datacenters proposed for delivering proposed AI services. Within the self-certificate, Bidder's should confirm that - 1. The services proposed in the bid document, as well as the enabling services for the proposed services, if any, are hosted in a data center in India 2. Data uploaded to their cloud platform by end users should not be sent outside the sovereign territory of India in any form(anonymous / pseudonymous / encrypted, etc.).
8	Cloud platform proposed by bidders should have operational AI services on cloud with a self- service portal, with minimum of 1000 AI Compute units installed (Data Centre grade). OR Bidders should provide an undertaking that 1000 AI Compute units would be made available through their cloud service platform as AI services on cloud within 6 months from date of signing the agreement with IndiaAI through a self-service portal.	1. Signed and stamped undertaking provided by Bidder as per the format outlined in Annexure – 3 2. Purchase order of anticipated GPUs as enclosed in Annexure -3 AI Compute units that would be considered for meeting this eligibility criteria should meet the below minimum specifications – • Performance for FP32: 15 TFLOPS or above • Performance for FP16: 300 TFLOPS or above

#	Criteria	Documents Required
	In case of a consortium, primary and secondary partners may pool resources to meet the above criteria.	• AI Compute Memory: 40 GB or above In case of consortium, the primary partner needs to submit this undertaking. Primary and secondary partner may pool resources to meet the above criteria. However, the details of AI Compute units being provisioned / to be provisioned by each partner should be provided.
9	Bidder to confirm that they shall abide by Digital Personal Data Protection Act 2023 of Govt. of India, IT Act, and its amendments (carried out by Govt. of India from time to time.) and all other National and State laws of India	Bidder to submit signed and stamped copy of Application cover letter (Format as per Annexure – 1) In case of a consortium, all the bidders must sign the declaration to be submitted by primary bidder (Format as per Annexure – 2)
10	Bidder to confirm they adhere to the Technical Requirements outlined in Scope of Work Section 6	All Bidders to submit signed and stamped copy of Scope Compliance (Format as per Annexure-5) In case of a consortium, all the consortium members have to sign the declaration to be submitted by primary bidder (Format as per Annexure – 2)

3.3 Technical Scoring Criteria

The bidders(individual bidders or consortiums) need to score at least 75 marks in total in the below criterion to be eligible for financial proposal evaluation and empanelment.

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.

#	Criteria	Scoring pattern	Max Marks
1	**Financial Turnover** Bidder average annual turnover for last three financial years (2020-21, 2021-22 & 2022-23) In case of consortium, the average annual turnover of the primary partner of the consortium would be considered	Average annual turnover for last three years is • Greater than ₹100 Cr and less than ₹150 Cr – **5 marks** • Greater than or equal to ₹150 Cr and less than ₹200 Cr – **15 marks** • Greater than equal to ₹200 Cr – **25 marks** <u>Documentary proof</u> – Copy of audited statement of account (P&L account & Balance Sheet) duly certified by CA along with CA certificate stating the turnover. In case of a consortium, bidders may submit these documents for the primary partner only	**25**
2	**Relevant Experience** Years of operation as a - • Data Center Provider OR • Cloud Services Provider (CSP) OR • MSP / Authorized partner of a CSP In case of consortium, the years of operation of any consortium member may be submitted for evaluation of this criteria	Total years of experience as a Data Center Provider / Cloud Services Provider (CSP) / MSP (Authorized partner of a CSP) • Greater than or equal to 1 year and less than 2 years of experience – **5 marks** • Greater than or equal to 2 years and less than 4 years – **10 marks** Greater than or equal to 4 years of experience – **15 marks** <u>Documentary proof</u> – • Certificate of Incorporation / Memorandum of Association (MoA) / Article of Association (AoA) • The bidder should provide a CA certificate stating the number of continuous years and the years in which the bidder has earned revenue from the stated line of business (Data Center	**15**

#	Criteria	Scoring pattern	Max Marks
		Provider / Cloud Services Provider (CSP)/ MSP or Authorized partner of a CSP) In case of a consortium, the bidder may submit the documents for any one of the consortium members. However, both the documents(CA certificate & Certificate of Incorporation / MoA / AoA) should be for the same consortium partner	
3	**AI Compute Unit Diversity** Diversity of AI Compute unit models presently available with / to be made available by the bidder / bidder consortium Models considered here would be the ones submitted for consideration in Eligibility Criteria #8. Models would be distinguished basis the difference in the below technical specifications – • Performance for FP16 • Performance for FP32 • AI Compute memory • Manufacturer	Diversity of AI Compute unit models available with the bidder / bidder consortium: • 1 Model – **6 marks** • 2 Models – **12 marks** • 3 Models – **18 marks** • 4 models - **24 marks** • 5 or more models – **30 marks** In case AI Compute units are proposed but not presently available, two marks would be deducted for each model, up to a maximum deduction of 10 marks from the total score in this section <u>Documentary proof</u> – Signed and stamped undertaking provided by Bidder as per the format outlined in Annexure3.	**30**
	Demo / Presentation		
5	**Technical Presentation / Demo** Bidder should make a demo / technical presentation on the proposed cloud solution for AI services in line with the scope of work section 6	Demo and/or Technical Presentation on as per Scope of work section 6. Presentation may be evaluated on the following factors: • Scope coverage as per features described in Section 6 of this RFP. • Proposed workflow design for end user registration, approval by IndiaAI and infrastructure allocation • Dashboard design and features for IndiaAI officials • Ease-of-use • Data Centre Power Efficiency (PUE) & other sustainability metrics	**30**

#	Criteria	Scoring pattern	Max Marks
		• Any other essential parameters Documentary proof - Presentation needs to be submitted to IndiaAI	
		Total Marks	**100**

4. Instructions to Bidders

4.1   Offering AI services on cloud

Below is the process that would be followed for offering AI services on cloud through this document –

Application Submission

The 'Invitation for Application' can be downloaded from website given under Section 2. The bidder is responsible for all costs incurred during the application process, including (but not limited to) costs pertaining to conduct of diligence and other informative activities, participation in meetings/ discussions/ presentations, preparation of a proposal in providing any additional information required by IndiaAI, or its nominated agencies, to facilitate the evaluation process, etc.

Bidder shall submit all requested documents as per the eligibility criteria requirements and details of the proposed individual services. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the application document.

Evaluation and Empanelment

The Proposal Evaluation Committee (PEC) appointed by IndiaAI shall conduct the compliance check and initial assessment to ascertain that the bidders have submitted all the required documents as mentioned in this invitation document. The bidder will be assessed on the mandatory eligibility criteria as mentioned in the Section 3.2. Only those bidders who meet the eligibility criteria and comply with the technical requirements mentioned in the scope of work shall be examined for commercial evaluation and discovering the L1 rates.

Successful bidders who meet the technical criteria and agree to match the discovered L1 rates would be empaneled to offer AI services on cloud.

4.2   Bidder inquiries

a. All enquiries from the Bidders relating to this application document must be submitted in writing exclusively to the contact person notified by IndiaAI in the format specified in Section 13.2 'Pre-bid query format'. A copy of the Bidder enquiries should also be emailed to the issuer's email address provided in the Section 2. The mode of delivering written questions would be through email. In no event will IndiaAI be responsible for ensuring that Bidders' inquiries have been received by them. Telephone calls will not be entertained for clarifying the queries.

b. After the application document is published, IndiaAI shall accept written questions/inquiries from the Bidders. IndiaAI will endeavour to provide a complete, accurate and timely response to all questions of all the Bidders. However, IndiaAI makes no representation or warranty as

to the completeness or accuracy of any response, nor does IndiaAI undertake to answer all the queries that have been posed by the Bidders. All responses given by IndiaAI will be published on the website given under Section 2. The responses given by IndiaAI will be available to all the Bidders. Any email communications sent by bidders to IndiaAI must be sent to the email address provided in Section 2.

4.3 Supplementary Information

a. If IndiaAI deems it appropriate to revise any part of this application document or to issue additional information to clarify an interpretation of the provisions of this application document, it may issue supplements to this application document. Such supplemental information, including but not limited to, any additional conditions, clarifications, and official communication will be communicated to all the Bidders by publishing on the website given under Section 2.
b. To allow Bidders a reasonable time to take the amendment(s) into account in preparing their applications, IndiaAI, at its discretion may extend the deadline for the submission of applications.

4.4 Right to terminate the process

a. IndiaAI may terminate the application process at any time without assigning any reason. IndiaAI does not commit that this process will necessarily result in an empanelment or procurement process.
b. This invitation document does not constitute an offer by IndiaAI. IndiaAI may select one or more Bidders to engage in further discussions and negotiations towards the empanelment process. The commencement of such negotiations does not, however, signify a commitment by IndiaAI to execute a contract or to continue negotiations.
c. IndiaAI has the right to terminate the discussions and the negotiations process without assigning any reason and no costs will be reimbursed to the participating Bidders.
d. IndiaAI reserves the right to reject any application for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

4.5 Rights to the Content of the Empanelment Application

All the applications and accompanying documentation submitted will become the property of IndiaAI and will not be returned after opening of the technical proposal. IndiaAI is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the Bidders. IndiaAI shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. IndiaAI has the right to use the services of external experts to evaluate the proposal by the Bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the Bidders.

4.6   Modification and withdrawal of applications:

No application shall be modified or withdrawn in the intervening period between the deadline for submission of applications and the expiration of the validity period specified by the Bidder on the application form.

4.7   Disqualification

The Application is liable to be disqualified in the following cases:

a. Application not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
b. The Bidder qualifies the proposal with its own conditions or assumptions.
c. Applications is received in incomplete form. Or received after due date and time or is not signed.
d. Information submitted in Application is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the empanelment including the extension period of the empanelment period if any.
e. In case one Bidder submits multiple Application or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified.
f. In case the proposal evaluation committee / IndiaAI finds that the price submitted in a financial bid by a bidder is unrealistic, the committee may declare the bid as unresponsive and the committee may choose to go with the next lowest price for the service.
g. Bidder fails to acknowledge and accept the Letter of Intent or Letter of Award within 30 working days from the date of notice of award or within such extended period, as may be specified by IndiaAI.
h. Bidders may specifically note that while evaluating the Application, if it comes to IndiaAI's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this contract.
i. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.

4.8   Bid validity period

The bid along with the supporting certifications and other necessary documents, should remain valid for a period of 180 days from the date of the submission of bid. A bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws their proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his application. In exceptional circumstances, at its discretion, IndiaAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

4.9   Application Submission Instructions

The Application should be submitted as below:

Complete bidding process will be physical (e-Tendering) in two envelope system. Submission of bids shall be in accordance with the instructions given in the Table below:

a.   Part 1: Technical Proposal – Bidder should upload information as scanned copies in PDF format as mentioned in this document. All the declarations and Annexures required for the empanelment as per this invitation document or corrigendum issued later shall be attached as part of this document.
b.   Part 2: Financial Proposal – Bidder should upload their services details and rates as per Section 13 (all Annexures) – " Financial Proposal".

Technical and Financial proposals should be signed by the authorized signatory of the bidder. The Technical proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.

Proposals must be direct, concise, and complete. IndiaAI will evaluate bidder's proposal based on the clarity and completeness of its response to the requirements of the project as outlined in this document.

The IndiaAI reserves the right to reject bids not confirming the above.

4.10 Submission of Technical Proposal

As part of the technical proposal, bidders shall submit the application cover letter and all other documents listed as per the document checklist in Section 13.3 -'Document Checklist'.

Bidders' need to give a presentation/demo as per Technical Scoring Criteria #5

4.11 Submission of Financial Proposal

There are 5 categories of AI services on cloud for which the bidders shall submit their price bids per the Annexures format in financial proposal Section 13.

a.   AI compute – AI Compute Instances – Bidders would provide all offerings of the instances that meet the minimum requirements mentioned in the scope of work. For each instance name, the bidders would fill in the specifications requested in the Annexure-9
b.   Network Services – Data transfer service – Bidders will provide the rates as per Annexure-10
c.   Storage Services – Bidders would provide the rates for the block and object storage as per Annexure-11
d.   AI platform – The bidder should mandatorily provide the AI Platform services. Bidders would provide the monthly rate for using the AI platform as per Annexure-12
e.   Other AI services – Bidders would provide rates for all the other AI services that bidder would want to offer for the empanelment as per Annexure-13

5. General Conditions

5.1 Legal Compliance

a. 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 Empanelment.

5.2 Conflict of Interest

a. Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with IndiaAI. Additionally, such disclosure shall address any / all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the application document.

5.3 Termination

a. In an event where IndiaAI believes that the empanelled agency is in material breach of its obligations under the empanelment terms, IndiaAI may, without prejudice to any other remedy for breach of terms of empanelment, terminate the empanelment in whole or part upon giving a one month's prior written notice to the empanelled agency. Any notice served pursuant to this clause shall give reasonable details of the material breach, which could include the following events and the termination will become effective:
   i. Empanelled agency becomes insolvent, bankrupt, resolution is passed for the winding up of the empanelled agency's organization.
   ii. Information provided to IndiaAI is found to be incorrect.
   iii. Empanelment conditions are not met as per the requirements of the application document.
   iv. Misleading claims about the empanelment status are made.
   v. If the Successful bidder fails to perform any other obligation(s) under the empanelment terms.
b. IndiaAI reserves the right to terminate the empanelment at its will at any time in future for reasons that are deemed to be fit in the larger interest of the users.

5.4 Confidentiality

a. The Successful bidder will be exposed, by virtue of the agreed activities as per this document, to internal business information of IndiaAI. The service provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The service provider must safeguard the confidentiality of end user's applications, data and other digital assets hosted or shared on the cloud platform.

b. Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the empanelment. The bidder shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the IndiaAI.

c. Empanelled agency shall use reasonable care to protect confidential information from unauthorised disclosure and use.

d. Empanelled agency should have a privacy policy for protecting the personal identity and financial details of the end users.

5.5   Arbitration:

If, due to unforeseen reasons, problems arise during the progress of the empanelment leading to disagreement between the IndiaAI and the empanelled agency (or the End users and the empanelled agency), both IndiaAI (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 IndiaAI (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

5.6   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 empanelment terms. Bidder shall indemnify IndiaAI (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.

5.7   Governing law and Jurisdiction:

This empanelment award and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, subject to the exclusive jurisdiction of the competent courts of New Delhi, India.

5.8   Limitation of Liability

a. The liability of empaneled 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.

b. 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.

c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the AI cloud 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 empanelment award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

5.9 Relationship

a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between "IndiaAI" (or the End User) and the "Bidder". No partnership shall be constituted between IndiaAI (or the end user) and the Bidder by virtue of this empanelment 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 empanelment 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.

b. 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.

5.10 Fraud and Corruption

a. IndiaAI 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).

b. IndiaAI will reject the application for empanelment if the Bidder recommended for empanelment, has been determined by IndiaAI to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

c. IndiaAI 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 empanelment.

5.11 Change of Control

a. 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 Empanelment, bidder shall promptly notify IndiaAI of the same along with the details and documentations.

b. In the event that any potential material adverse effect of such a change of control, as determined by IndiaAI, on bidder's ability to comply with its obligations under this empanelment or net worth of the surviving entity is less than that of bidder prior to the change of control, IndiaAI, within 30 days of becoming aware of such change in control, may exercise

its right to terminate the empanelment of the bidder within a further 30 days by written notice, to become effective as specified in such notice.

c. Pursuant to termination, the effects of termination as set out in Clause 5.3 of this Section 5: General Conditions 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.

6. Scope of Work

The scope of work below defines the list of AI services on cloud to be made available. The scope includes the technical requirements and features of the AI cloud services platform that are to be complied with.

6.1 List of AI Services

The list of AI services on cloud required to be empaneled are grouped under the following categories AI compute instances, Network services, Storage services, AI platform and Other AI services. AI services on cloud mentioned below are required to mandatorily meet all the criteria, including technical, security and legal requirements specified in this document and any corrigendum issued subsequently.

6.2 AI compute instances

A Single AI compute instance would be equipped with a single AI compute unit. An AI compute cluster instance would be equipped with a cluster of AI compute units (more than one) with peer-to-peer connectivity. These instances would be available on cloud and allow users to access AI compute resources remotely. AI compute instance services proposed by the bidders for the purpose of this empanelment should meet the following minimum specifications (for each installed AI compute unit)

Number of AI compute units : 1 or more
Performance for FP32: 15 TFLOPS or above
Performance for FP16: 300 TFLOPS or above
Individual AI Compute memory 40 GB or above

Additionally, bidders should indicate the following key parameters in the proposal submitted by them for each AI compute instance or AI compute cluster-

a. vCPU: vCPU (Virtual Central Processing Unit) represents a virtualized CPU cores assigned to a specific virtual machine (VM).
b. Instance Memory: Instance memory is the RAM associated with a VM for running processes. The instance memory size impacts the data that can be stored in-memory in the CPU for training or fine-tuning an AI Model.
c. Performance: Performance is measured using floating-point operations per second (FLOPS). The two most common precisions used for measuring AI compute performance for deep learning purposes are FP32 (single precision) and FP16 (half precision). In FP32, each number is represented using 32 bits and in FP16, each number is represented using 16 bits.
d. AI Compute Memory: AI compute memory refers to the on-chip memory available with AI compute instances for storing transient data buffers. This data helps in complex mathematical, graphical, and visual data operations.
e. Peer to Peer Bandwidth: Peer-to-peer bandwidth here refers to the data transfer rate between pairs of AI Compute units within a system. It allows an AI Compute unit to directly access and

transfer data from another AI Compute unit's memory without involving the CPU or system memory.

f.   Network Bandwidth: Network bandwidth is the maximum network throughput of a virtual instance. It applies to both inbound and outbound traffic for the instance. For example, if an instance specifies up to 100 Gbps of bandwidth, that means it has up to 100 Gbps of bandwidth for inbound traffic, and up to 100 Gbps for outbound traffic.

g.   Instance Storage: An instance storage is a temporary block-level storage for an instance. Instance storage volumes are attached at instance launch and the data stored is purged when the instance is terminated.

h.   Peak / Benchmark Memory Bandwidth: It is a measure of the data transfer speed between a AI Compute unit and the system across a bus, such as PCI Express (PCIe) or Thunderbolt or any other.

Bidders should provide the list of AI compute instances along with the other specifications as below:

S No.	AI compute unit model	Number of AI compute units (No.s)	AI Compute Memory (GB)	Performance (TFLOPS)		vCPU (No.s)	Instance memory (GB)	Peer To Peer Bandwidth (GB/s)	Network Bandwidth (GB/s)	Peak / Benchmark Memory Bandwidth (GB/s)
				FP32	FP16					
1										
2										
3										
4										
...										

6.3   Network Services – Data Transfer (Ingress and Egress)

Data transfer service allows AI cloud service users to access to public internet for both ingress and egress operations. Ingress refers to the process of data flowing into the empaneled agency's network from external sources and Egress refers to the outbound data traffic originating from within the service provider's network, transferring data to external locations.

6.4   Storage Services

Storage service refer to the cloud-based services that allow users to store and manage data, files, and other digital assets. These services provide scalable, dependable, and secure storage options. The following storge services are applicable under the scope of this empanelment.

a. High Speed Block Storage: Block storage is a type of data storage where data is organized into fixed-size units called blocks. These blocks allow for high performance and granular control over data.
b. Object Storage: Object storage, is a computer data storage architecture designed to handle large amounts of unstructured data. Object storage organizes data into distinct units called objects. Each object includes the actual data, relevant metadata, and a unique identifier.

6.5 AI Platform

AI platform is a collection of software, tools, libraries, frameworks, services (including MLOps, LLMOps), workspaces and processes that allow developers and operations teams to design, develop, deploy and maintain AI applications.

Successful bidder would provide the feature list of the AI platform along with the specifications as below:

S. No	Feature/ Service Name	Feature/ Service Group	Feature/ Service Description	URLs for description, documentation and tutorials
1				
2				
3				
....				

6.6 Other AI Services

Other AI services include all those services that are used in developing foundational models or fine tuning the models or building the AI applications that are not part of the AI platform in section 6.1.4. These services include but not limited to:

a. Other Platform services
b. Data services
c. Document processing services
d. Language translation, transcription or transliteration services
e. Multi-format services including computer vision, image processing, audio processing and such
f. Any other AI service used in design, development, deployment and maintenance of AI applications.

Successful bidder would provide the list of other AI services along with the specifications as below:

S. No	Service Name	Service Group	Service Description	Unit considered for pricing	URL where the service description and prices are published
1					
2					
3					
....					

6.7 Admin Portal

Successful bidders shall make available a user/admin portal that allows end users to register and monitor the service utilization. The user/admin portal shall have the following features :

a. User registration and account creation – This allows the intended end user organizations to register themselves for utilizing the services empaneled by IndiaAI. IndiaAI would have an admin user to grant role based access to the members of PMEC and/or any other authorized users from IndiaAI.
b. Service catalog and prices – This portal would clearly display the services empaneled with IndiaAI and show the prices per the final agreement.
c. Capacity Dashboard – The admin portal shall display the total and available AI compute capacity for the next 30 days. This data shall be updated twice a week on every Monday and Thursday. End users can raise requests after checking the availability of resources with each of the providers.
d. Application for subsidized services – End users shall be able to add the project details and the empaneled services they intend to use and submit them for approval of PMEC at IndiaAI. The end-users would be able to make modifications to their requests which will be reviewed and approved by PMEC.
e. Approval workflow for projects and services – The portal should allow the members of PMEC and any other users authorized by IndiaAI to view the submissions from the end-users and approve requests for using the empaneled services and the subsidy to be given to the end user. An auto approval facility should also be available based on the criteria specified by PMEC. Approved end users shall submit their approval details with the service provider for getting access to necessary credits for using the empaneled IndiaAI Ai services on cloud.
f. Utilization monitoring – The end users and any of the authorized users from IndiaAI should be able to view the actual utilization of services and credits real-time. The dashboards with role-based access would provide different views by service type, end user, project(s) and so on for any further analysis.
g. Incident Management – The end users and any of the authorized users from IndiaAI would be able to report any incident that occurs during the operations. For all incidents, the incident management team of the successful bidder would provide the resolution as per the agreed timelines and SLAs. There shall be incident dashboards for end users and members of IndiaAI to monitor the progress of resolution and to review the historical incidents.

h. Service Health Dashboard - Empaneled agencies should provide a public link for tracking outages / service health dashboard.
i. Knowledge management – The portal would provide access to the knowledge resources like technical documentation, articles/tutorials, etc.
j. Billing and services consumption dashboard – The billing dashboard will have both summary and detailed views of actual consumption of services differentiating between the utilized services between those that are empaneled by IndiaAI and otherwise. IndiaAI would make payments to the extent of the subsidy approved and only for the actual services approved and utilized. Payment terms applicable would be as per the terms in section 11 of this document
k. Expiry of project/services request – The end users shall consume the services within 23 calendar days of receiving the approval. An additional week would be granted to end users to consume the remaining if they started using the services. If the end users desire they can raise a new request at a later time explaining the reasons for non-utilization in the prior instance. Admin portal would display the time to expire prominently such that the user is reminded.
l. Expiry of subsidy due to delay in provisioning – The AI compute is expected be available on-demand and if for any reason, the provider isn't able to make it available in a reasonable time then IndiaAI would withdraw the proposed subsidy for the approved project/services. Requests for less than 100 AI Compute hours shall be provided for within 2 days and more than 100 AI compute hours shall be provided for within 7 days. The portal should clearly notify the expiry of subsidy so that the end users can make a choice of canceling the entire request or consent to forgo the subsidy if they decide to wait any further. PMEC and IndiaAI would be notified immediately so they can approve the end users switch to the other providers.

Successful bidders would submit the design of admin portal to PMEC for approval and would implement all the features before the go-live date.

6.8 Service Provisioning

The below mandatory requirements are applicable for the proposed AI services on cloud –

a. The successful bidders shall make the services available online, on-demand and allow end users to dynamically scale AI resources, up or down, as per their requirement.
b. A management portal should be provided to end users to access the services and manage them. This portal should be accessible over a web browser. All communication with this portal should be secured with an SSL. End users should be able to procure, provision, configure and manage all the feasible services including cloud services or virtual machine instances online through this portal. This portal should mandatorily support two-factor authentication.
c. Successful bidders shall ensure availability of AI compute capacity for consumption approved by IndiaAI, a demand of upto 100 AI compute hours shall be met immediately and upto 500 AI compute hours shall be met within 2 days and demand of more than 500 hours of AI compute shall be met within 7 days.
d. AI services on cloud shall be accessible via public internet and MPLS, as required.
e. Enable Service Provisioning via Application Programming Interface (API).
f. Secure provisioning, de-provisioning and administering [through Secure Sockets Layer (SSL)/Transport Layer Security (TLS) or Secure Shell (SSH)]

g. The end users shall be able to securely and remotely, load applications and data onto the virtual machine instance from the VPN clients or the public internet.
h. Support termination of services in real time.
i. The successful bidders shall ensure that Remote Troubleshooting features exist so that issues can be addressed by the cloud providers in a timely and effective manner.
j. In case of suspension of a running VM, the VM shall still be available for reactivation within a reasonable time without having to reconfigure the VM.
k. In case a VM is suspended beyond a reasonable period, all the data within the VM shall be deleted / destroyed. The cloud provider should ensure that the VM and its data has been destroyed. Before purging this data and on competition of the purging process, the end user should be notified . The users should be given enough time to back up their data. Successful empaneled vendors shall ensure that the data cannot be forensically recovered.
l. The end users will retain ownership of software installed and data hosted on virtual machines and any application or product that is deployed on the cloud by them. The dependencies offered by the platform for development such applications / products should be cloud agnostic.

6.9 Operational Management

a. Ensure that a software and hardware refresh is conducted from time to time to meet the performance requirements without any additional financial impact to the end user or IndiaAI. The management of network, storage, server, virtualization layer platforms, etc., as included as part of the service offerings etc. shall be complete responsibility of successful bidders.
b. Provide a secure, two factor / multi-factor method of remote access for ensuring authorized access to the cloud services platform.
c. Successful bidders shall ensure that patch management is performed from time to time or as & when required. Successful bidders shall alert the end user in advance of any service downtime via preferred communication methods including e-mail and cloud portal.
d. Successful bidders shall ensure that all OS images created within the Cloud platform are regularly updated with the latest security patches.
e. Successful bidders shall monitor availability of the servers, system software's, its network and usage.
f. Successful bidders shall investigate outages, perform appropriate corrective action to restore the hardware, software, operating system, and related tools.

6.10 Data Management

a. Successful bidders shall enforce security controls and policies to secure data from unauthorized access.
b. Successful bidders shall provide tools and mechanisms to the end users for configuring, scheduling, performing, and managing back-ups and back-up restore activities (when required) of all the data, including but not limited to files, folders, images, system state, databases, and enterprise applications in an encrypted manner as per their defined policy.
c. Successful bidders shall ensure minimum 128-bit encryption is used for handling data at rest and in transit.

6.11 Security Management

a. Successful bidders shall be responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that supports the infrastructure and present Virtual Machines (VMs) and IT resources to the end users.
b. The Data Centre Facility shall implement the security toolset with the following components: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDoS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting, etc.)
c. The successful bidders shall ensure that they meet the evolving security requirements as specified by CERT-In (http://www.cert-in.org.in/) at all times.
d. The successful bidder shall ensure that they comply to Cloud Security ISO Standard ISO 27017:2015 and Privacy Standard ISO 27018:2019 and its amendments.
e. Meet any security requirements published (or to be published) by MeitY/ IndiaAI or any standards body setup / recognized by Government of India from time to time.
f. AI service Offerings should have built-in user-level access controls and administrator logs for transparency and audit control.
g. Cloud Platform should be protected by an intrusion detection system using signature, protocol, and anomaly-based inspection, thus providing network intrusion detection monitoring and its ramification.
h. Cloud Platform should provide Edge-to-Edge security, visibility and carrier-class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, botnets, etc. Also, shall provide protection against network issues such as traffic and routing instability.
i. Successful bidders shall meet and comply with all GoI IT Security Policies and all applicable GoI standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.
j. Where there are no procedural guides, generally accepted industry best practices for IT security shall be used by the Successful bidders.
k. Successful bidders shall ensure that all the policies and procedures are established and supporting processes and technical measures are implemented for timely detection of vulnerabilities within organizationally owned or managed applications, infrastructure network and system components (e.g., network vulnerability assessment, penetration testing) to ensure the efficiency of implemented security controls.

6.12 SLA Management

a. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime as defined in the SLA requirements, SLA measured at the VM Level & SLA measured at the Storage Levels.
b. Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one decimal point after zero (e.g., 99.5%).

c. Successful bidders shall implement the monitoring system including any additional tools required for measuring and monitoring each of the Service Levels as per Section 8: Service Level Agreement and Penalties, with IndiaAI & end users.

d. Successful bidder shall automate the process of adding the service credits to the respective users in case of any breach of the service levels as defined in Section 8: Service Level Agreement and Penalties

6.13 Data Centre Facilities

a. The Data Centre should be certified with ISO 27001-1:2022 along with amendments and provide service assurance and effectiveness of management.

b. The NOC and SOC facility's managed services quality should be certified for ISO 20000-1:2018 and its amendments.

c. The Data Centre should conform to at least Tier III standard (preferably certified under TIA 942 or Uptime Institute certifications by 3rd party) and implement tool-based processes based on ITIL standards.

d. All the physical, environmental and security features, compliances, and controls of the Data Centre facilities (as required under this application document) shall be enabled for the environment used for offering AI services on cloud.

e. Provide staff (technical and supervisory) in sufficient numbers to operate and manage the functioning of the DC with desired service levels.

f. The Data Centre should comply with the Physical Security Standards as per 27001:2022 standard along with amendments.

6.14 Third-party Audit

The successful bidder would be responsible to obtain a third-party audit certification once every year from agencies like STQC or STQC empanelled vendors at their own cost. The certification would include conformance to the technical requirements detailed in this document including the SLAs.

6.15 Support services

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

a. 24x7 access to email, chat, and phone support for general guidance and to notify and register the incidents on cloud platform.

b. Response to provide within 1 hour for any kind of service / system outage.

c. Set-Up, provisioning, changes, updates of instances

d. Successful bidders shall be responsible for 24*7 monitoring and management of all cloud infrastructure / services which is hosting the various workloads including third party application etc. as per defined SLAs.

e. Successful bidders shall ensure that requests received are legitimate and have no implications for national security, sovereignty, or any other matter that could potentially compromise the

nation's interests or well-being. They shall exercise due diligence and discretion in evaluating and fulfilling requests to uphold the highest standards of integrity and ethical conduct.

f. Successful bidders shall support the end users for deployment of applications on the cloud infrastructure.

g. 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.

h. Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments.

i. 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.

j. Implement multi-factor authentication (MFA).

k. Security Administration: Configure, monitor, and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.

l. 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.

m. MIS Reports: Successful bidders shall submit the reports on a regular basis in a mutually decided format.

7. Go Live Timelines and Capacity Planning of AI compute.

a. Empanelled bidders must ensure that a minimum of 1000 AI compute units meeting the specifications listed in section 6 are made available within 6 months of signing of agreement.
b. For services that may not have gone operational but service providers would like to submit their quote, they may share their planned dates for going operational.
c. For declaring go-live of the services, the successful bidder shall submit a third-party audit certification, confirming compliance with the technical requirements mentioned in this document, from agencies like STQC or STQC empanelled vendors, at their own cost.
d. The bidders shall share their capacity building plans with respect to the services, they want to offer. Bidders must mandatorily share an "*AI compute services availability plan*" as per the format in Annexure 8 as a part of their bid submission.

8. Service Level Agreement and Penalties

The AI services on cloud offered by the bidder should comply to the following Service Levels and in case of non-compliance, would be liable to the penalties in the form of service credits that can be utilized by the end users subsequently.

1. Availability

In the event any Instance does not meet the Instance-Level SLA, end user will be eligible to receive a Service Credit as described above.

Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	20%
Less than 95.0%	100%

- "Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which a Single Instance was in the state of unavailability.
- Availability shall be applicable to all the AI services individually on cloud.
- Service Credits shall be calculated as a percentage of the monthly bill of the end users including any subsidy from IndiaAI.

2. Incident management SLA

The successful bidder would log all the incidents reported by the users and classify the severity based on the below guidelines.

a. Severity 1: Environment is down, or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A considerable number of end users are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available. For example: Non-availability of VM, No access to Storage, software, or application.
b. Severity 2: Loss of performance resulting in users being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited. For example: Intermittent network connectivity.
c. Severity 3: Moderate loss of performance resulting in multiple users impacted in their normal functions.

Service level agreements related to 'time to resolve' are defined as below based on the severity of the incidents.

Severity	Threshold for Time to resolve	Service Credits as penalty for exceeding the SLA threshold			
		96-100%	91 to 95%	86 to 90%	81 to 85%
Severity 1	30 minutes	Nil	5%	5%	5%

Severity 2	4 hours	Nil	10%	10%	10%
Severity 3	16 hours	Nil	15%	15%	15%
Subsequently, for every 5% drop in SLA criteria – 5% of Quarterly Payment of the Project (End user Share + IndiaAI's share)					

- In the event any response and resolution SLAs are not met, the end user will be eligible to receive a Service Credit.
- Service Credits shall be calculated as a percentage of the monthly bill of the end users and automatically deposited to the user accounts.

9. Evaluation, Empanelment and Award of Work

9.1 Proposal Evaluation Committee

To empanel agencies, IndiaAI will constitute a Proposal Evaluation Committee (PEC) to evaluate the responses of the Bidders. The Committee shall evaluate all supporting documents / documentary evidence submitted by the bidders including the financial proposal. If any requisite documents / documentary evidence are missing it may lead to rejection.

The decision of the PEC in the evaluation of responses shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the PEC. The PEC would have the right to accept or reject any proposal. PEC may seek clarifications from the Bidders (as per requirements) on their Technical Proposals.

a. PEC may seek any specific clarifications to meet this empanelment's requirement during the eligibility evaluation stage. The documents submitted under clarification should comply with the empanelment conditions. 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.

b. PEC will provide bidders reasonable time, to respond on clarification requests. If a Bidder fails to respond within the stipulated time or the clarification(s) submitted is non-conforming to requirement of this empanelment conditions, no further time will be given for submitting the clarification(s) and the bid will be summarily rejected.

c. 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 without the approval of the PEC. No post bid clarification from the Bidder shall be entertained.

9.2 Technical Proposal evaluation

Bidders who meet the eligibility criteria(Section 3.2), score a minimum of 75 marks as per technical scoring criteria(Section 3.3) and comply with the scope requirements matrix as per Annexure-5 of would be considered to be technically qualified and would be eligible for evaluation of their financial proposal.

9.3 Financial Proposal Evaluation

The price bids of all technically qualified bidders would be aggregated for each service type to arrive at the discovered L1 rates. Following are the service types.

a. AI compute instances – Amongst the AI compute instances proposed by all the bidders, the instances where the parameters - Number of AI compute units, AI compute memory, FP16 performance and FP32 performance (all four) are same, would be considered as a unique instance type. For each unique instance type, the lowest hourly rates for 'on-demand' , '1 month, 6 month and 12 month reserved' instances would be considered as discovered L1 rates

for that instance type and duration. The specifications of corresponding AI compute instance types would be considered the benchmark specifications.

b. Network services - Data Transfer services – For the data transfer services, the lowest rate among all the bidders would be identified as the discovered L1 rate.

c. Storage Services – For each storage service types, the lowest rate among all the bidders would be identified as discovered L1 rate.

d. AI platform – For the AI platform, the lowest rate among all the among all the bidders would be identified as discovered L1 rate. The features and services proposed by the respective bidders shall be made available as proposed at the discovered L1 rate.

e. Other AI services – For the other AI services, bidders shall provide their published rate and the discount percentage that would be offered for IndiaAI empanelment. Bidder's need to mandatorily provide a discount percent greater than 1%.

The discovered L1 rates arrived at from the above evaluation process, would be treated as 'ceiling rates'. The providers are allowed to offer differential rates lower than the discovered L1 rates to the end users based on use and usage.

The L1 bidder in each AI compute instance category would be the preferred service provider for that category. This means that, while awarding a service request to an empaneled bidder the L1 bidder for the AI compute instance in the service request would be given priority, followed by the L2 bidder, the L3 bidder and so on. This process is further elaborated in the Section 9.8.

9.4   Negotiations

PEC may negotiate on the pricing and features with the bidders before finalizing the discovered L1 rates and benchmark specifications.

9.5   Empanelment of services and agencies

After discovering the L1 rates and benchmark specifications, PEC would notify the discovered L1 rate list to all the qualified bidders. Bidders who agree to match the discovered L1 rates and specifications would be considered for empanelment.

a. For AI compute instances – AI compute instance services along with the benchmark specification (vCPU, Instance memory(RAM), peer-peer bandwidth, network bandwidth, benchmark memory bandwidth) and discovered L1 rates for each duration (On-demand and 1 month) would be shared with the eligible bidders. The bidders who agree to match the discovered L1 rates for each instance type would be empanelled.

b. For the network services, storage services, AI platform and comparable other AI services the lowest rates would be notified to the eligible bidders and the bidders who agree to match the discovered L1 rates would be empanelled for those respective services.

c. Bidders must mandatorily accept the discovered L1 rates for at least one AI compute instance service and AI platform services, to be empanelled.

d. The proposal evaluation committee / IndiaAI may reject a proposal, if it has determined that the financial bid is abnormally low or abnormally high in relation to the subject matter of the

procurement and raises concerns as to the ability of the bidder to provision the sought AI services on cloud. In such a scenario, the committee may seek additional information from the bidder before arriving at a decision.

9.6   Publishing the empanelment and go-live

a. The IndiaAI would issue the letter of intent (LoI) to the successful bidders who meet the technical requirements and agree to the discovered L1 rates of the services they offer. Successful bidders should accept and sign the LoI within 30 days of issuance.
b. The successful bidder would obtain a third-party audit certification from STQC or STQC empanelled vendors conforming to the technical requirements mentioned in this document.
c. The successful bidder would submit the operational readiness and third-party audit certification to IndiaAI. The PMEC would review the operational readiness report and audit report and approve the 'go-live' to the successful bidder. IndiaAI will issue the Letter of Award (LoA) confirming the empanelment and operational readiness.

IndiaAI would widely publish the list of empanelled vendors, services that are authorised to 'go-live', along with the prices for use by any of the Governments and their agencies, PSUs, Start-ups, MSMEs, Academia and Research Institutions.

9.7   Award of Work for Subsidized Services

IndiAI would identify and approve the eligible end users from academia, MSMEs, startups, research community, government bodies, PSUs or any other entity as approved by IndiaAI. As part of their proposal, the end users should submit the requirements of various AI services they intend to consume, their future AI projects and other details. End users whose projects align with the IndiaAI mission would be approved and registered for using the IndiaAI cloud platform.

The L1 bidder in each AI compute instance category would be called the preferred service provider for that category. When awarding projects to empaneled vendors, IndiaAI will direct all requests to the L1 bidder until its capacity is exhausted. Subsequently, requests will be assigned using a round-robin method, progressing from next lowest bidder to L3, and so forth, until all empanelled agencies have exhausted their capacities. If no capacity is available at any time, the service request will be transferred to the next lowest bidder capable of delivering the service. Services will be provided to the end user at the discovered L1 rates or lower.

End users can submit project specific requests for accessing the IndiaAI cloud infrastructure on the Admin portal so developed by each of the empaneled agency. These requests would be evaluated, and approved / rejected by PMEC. For each request and the service, IndiaAI would pay the approved subsidy percentage directly to the provider with the following conditions:

a. The project/service request approvals would have a validity of 23 calendar days before which the end users are expected to consume the services. The users would be notified of the expiry and will be given a grace period of additional one week in case they have started the project

but couldn't complete the full utilization. All the unutilized approvals would expire automatically.

b. IndiaAI wouldn't pay the subsidy for any unused capacity like for e.g, in case of a reserved instance, IndiaAI would pay subsidy to the extent of utilized hours, the cost of the unused reserved AI compute would be borne by the end-user.

c. IndiaAI wouldn't pay the subsidy for the services from the expired project (+service) requests. A service request would expire if the provider isn't able to provision AI compute as stipulated in clause 6.8.

9.8   Continuous empanelment

To keep pace with the changes in technologies and market prices, IndiaAI would enable a continuous empanelment process. Program Monitoring and Evaluation Committee (PMEC) may also make recommendations to IndiaAI to make changes to the empanelment and add new services.

Below is the process that would be followed for continuous empanelment:

a. IndiaAI would renew the empanelment every quarter inviting fresh proposals from the empaneled agencies for discovering any revised rates. Empaneled agencies shall submit a revised financial proposal which can be same or lower than the existing L1 rates.

b. A new L1 rate and L1 rate bidder would be discovered following the same method outlines in section 9.3. All the empaneled agencies are required to match the L1 rates.

c. Projects will be awarded in the same manner described in section 9.5

d. Any new service provider willing to apply for the empanelment are required to meet all the technical and eligibility criteria mentioned in this document. New bidders can submit their technical proposal and the financial proposal as per the annexures listed in section 12 and section 13 of this document. New bidders would be eligible for empanelment only if they quote a rate lower than the discovered L1 rate for any empaneled or new service.

e. Interested bidders (existing empaneled agencies as well as new bidders) need to send their proposals to IndiaAI by 5PM on the 15th of the last month of each calendar quarter. In case the day is a holiday, the proposals may be submitted by the next working day. Bidders whose proposals are accepted would be empaneled in the following quarter.

f. In case the existing empaneled agencies are unwilling to match the new discovered L1 rates, IndiaAI may choose to approve only those projects where end users use the services from the providers offering new discovered L1 rates. Existing end user projects that are already operational on the platform of such empaneled agencies would continue till the expiry of their approval.

g. The services and new discovered L1 rates would be published on IndiaAI portal along with details of all the empaneled agencies.

10. Governance Structure – Monitoring and Evaluation.

IndiaAI will form a suitable Governance mechanism to continuously monitor and improve the use of and utilisation of the AI services on cloud offered through this empanelment. Below are the roles and responsibilities of the different stakeholders of this program.

10.1 IndiaAI

IndiaAI will be the primary owner of the empanelment process and will be responsible for setting up of an AI cloud service directory which would be available on a portal, listing the empaneled service providers and the empaneled AI services on cloud. A program monitoring and evaluation committee (PMEC) would be established to monitor and make any recommendations to IndiaAI.

10.2 Program Monitoring and Evaluation Committee (PMEC)

PMEC would review the registration requests from the end users to consume the empaneled AI services on cloud and approve the suitable applications. The committee will regularly assess the ongoing provision of empaneled services and consider the inclusion of new services as needed. The committee's assessment will encompass various scenarios, including but not limited to, changes in market demands, technological advancements, evolving regulatory requirements, feedback from stakeholders, and any other relevant factors that may impact the scope or delivery of services. Additionally, the committee will evaluate the feasibility, cost-effectiveness, and potential benefits of incorporating new services to ensure that the offerings remain relevant, competitive, and aligned with the overall objectives of the program.

This committee would also review the periodic reports from the empaneled agencies, feedback from end users, changes in technology landscape, monitor the compliance of the SLAs and make recommendations if any to IndiaAI including de-empanelment of specific AI services/agencies or re-empanelment for AI services.

10.3 End Users

The end users of subsidized services would include users from academia, MSMEs, startups, and the research community and others, as approved by PMEC. The end users would evaluate the available empaneled AI services on cloud and then raise the request with PMEC for their requirement. The request to PMEC would include an estimate of the AI services on cloud required by them such as compute, network, storage, AI platform and other AI services. These would be included in their application for using IndiaAI's empaneled AI services on cloud and submitted to PMEC.

10.4 Empaneled Agencies

The empanelled agencies will be required to comply, on an on-going basis, to the requirements specified in this document and shall be responsible for 24*7 monitoring and management of all cloud infrastructure/services adhering to all SLAs per the scope. The agencies are required to submit periodic reports on the use, usage of the empaneled services by all the users whether or not being subsidized by IndiaAI.

11.   Payment Terms

a. IndiaAI would make the payments for the utilized AI services of the approved projects from the end users to the extent of the approved subsidy subject to the conditions laid in section 9.5.

b. The empaneled agency shall share the approval details of the end user, the project, cloud account details, actual service utilization to IndiaAI along with invoices. Invoices should also be inclusive of all taxes, duties, levies, and services. Payment would be done for actual utilization of services up to the maximum approved value for a project.

c. For the AI compute, Network services, Storage services, and AI platform, the discounted prices on the discovered L1 prices(ceiling rates) offered to the end users would be used for billing based on the actual consumption.

d. For the 'Other AI services', the prices would be continuously updated in-line with the changes in the list price published for general public and the discount offered in the financial proposal. The updated prices on the day would be considered for billing based on the actual consumption. Empaneled AI service cloud providers may choose to bill the end users at a discount rate higher than the empaneled discount rate.

e. The subsidy component for each of the service is calculated using the approved subsidy percentage applied on the actual discounted price offered for the project (+ service) request.

f. Payment for the services would be done quarterly in a post-paid manner.

g. IndiaAI would not be responsible for payment of any cloud services consumed by the end user beyond the maximum approved list of services/value. IndiaAI would not be responsible for the payment of any cloud services consumed which are not empaneled as part of this empanelment or any cloud services which IndiaAI has not received / approved for an end user.

h. Approvals for using the IndiaAI empaneled cloud services would have a validity of 30 calendar days. IndiaAI would not make payments for any expired approvals / requests.

i. IndiaAI would not make any payments towards unused reserved AI compute instance and the empaneled agency should invoice the end-user for the entire amount

j. All the payment shall be made in Indian Rupees (INR) currency only.

k. The mode of Payment will be ECS / NEFT / RTGS only and would be paid within 30 days from the receipt of the invoices.

12.   Timelines

Following are the expected timelines

Description of Activity	Timeline
Issue of Letter of Intent to bidders matching discovered L1 rates	T0
Admin portal development, STQC audit & provisioning 1000 AI compute units	T1 = T0+upto 6 months*
Issue of Letter of Award on submission of Certificate of Successful Audit	T2 = T1 +15 days
Offering AI cloud services to End users	T3 = T2 + 7 days

*Empaneled bidders who are able to complete development of Admin portal, provisioning of 1000 AI compute units and successfully complete STQC audit before the estimated timeline (6 months) would be issued Letter of Award and can begin offering their services to the end users.

13.   Annexures – Technical Proposal

13.1 Pre-bid Query Format

Bidder's Request for Clarification on Application Document		
Name of the Bidder submitting the request	Name and position of person submitting request	Full formal address of the Bidder including phone, fax, and email points of contact
S. No / Application document reference(s) (section number/ page & clause/sub clause)	Content of Application document requiring clarification	Points on which clarification required
1.		
2.		

13.2 Document Checklist

Documents Checklist			
Sno.	**Annexure/Documents**	**Submitted (Yes/No)**	**Remark**
1	Annexure – 1 – Application Cover Letter		
1.1	Power of Attorney/Board resolution for Authorized Signatory		
1.2	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 secondary partner		
1.3	Consortium Declaration as per Annexure- 2 (In case of consortium)		
2	Annexure – 4 – Eligibility Criteria Compliance		

	Documents Checklist		
Sno.	**Annexure/Documents**	**Submitted (Yes/No)**	**Remark**
2.1	Certificate of Incorporation from Registrar of Companies (ROC)		
2.2	Auditor Certificate indicating the Net Worth and Revenue (last three completed financial years) from operations at the time of submission of application to IndiaAI		
2.3	CA certificate, certified by CA, stating that at least 20% of the average annual turnover for last three years is from Data Centre services / Cloud services. (In case of Data Centre / Cloud service provider)		
2.4	Authorization letter from CSP (In case bidder is not a CSP but an authorized partner of a CSP)		
2.5	Annexure 6 – Self-declaration on Blacklisting from the Bidder On company letter head, signed by authorized signatory		
2.6	ISO 27001: 2022 (Issued in the name of CSP)		
2.7	ISO 20000-1:2018 (Issued in the name of CSP)		
2.8	ISO 27017:2015 (Issued in the name of CSP)		
2.9	ISO 27018:2019 (Issued in the name of CSP)		
2.10	TIA-942/ UPTIME (Tier III or higher) (Issued in the name of CSP/Data Centre Facility Owner)		
2.11	SoC1 (Issued in the name of CSP) (If available)		
2.12	Soc2 (Issued in the name of CSP) (If available)		
2.13	PCI DSS (Issued in the name of CSP) (If available)		
2.14	Valid Meity GI Cloud empanelment letter (If available)		
2.15	Self-Certification by the authorized signatory on Company's letter head mentioning location of NOC and SOC for Cloud services provider		

Documents Checklist			
Sno.	**Annexure/Documents**	**Submitted (Yes/No)**	**Remark**
2.16	Self-Certification by the authorized signatory on Company's letter head mentioning location of datacenters proposed for delivering these AI services (Data centers should be in India)		
2.17	Annexure – 3 – Undertaking on Availability of AI compute units for AI services on cloud		
2.18	Annexure – 8 – AI compute services availability plan		
2.19	Public link for outages / service health dashboard provided by Cloud provider publicly to paid users		
3	Annexure – 5 – Scope Compliance		
4	Annexure – 7 – Undertaking on Data Centre Service Arrangements duly signed and stamped by the Authorized signatory of the third party (DC provider)		
4.1	Lease agreement between the CSP and the Data Centre Facility Provider that is valid for at least 5 years from the proposal submission date. The lease agreement shall also include rack details, lease arrangement validity, etc.		
5.1	Annexure – 9 – Financial Proposal – AI Compute instances*		
5.2	Annexure – 10 – Financial Proposal – Network Services- Data Transfer Service*		
5.3	Annexure – 11 – Financial Proposal – Storage Service*		
5.4	Annexure – 12 – Financial Proposal – AI platform*		
5.5	Annexure – 13 – Financial Proposal – Other AI services*		

Note:
*The Bid Prices shall be submitted separately in the Financial Proposal document.

13.3 Annexure – 1 – Application Cover Letter

(Original signed copy on company letterhead)

[Date]

To,

CEO,
IndiaAI

<Address>

Dear Sir,

Ref: Application for Empanelment of AI Cloud Service Offerings

Having examined the invitation, we, the undersigned, submit our response as below:

1   We agree to abide by this Application, consisting of this letter, with all the annexures, duly signed, valid for a period of 180 days from the submission date specified in this application document.

2   We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

3   We understand that IndiaAI is not bound to accept every proposal that it may receive.

4   We hereby convey our acceptance to offer selected / all the "AI services on cloud "as defined in the scope of work. I/We are entitled to act on behalf of our company /corporation/firm/organization and are empowered to sign this document as well as such other documents, which may be required in this connection.

5   In case we are successfully empaneled, we confirm that we would accept any changes proposed in the empaneled rate chart by the Project Monitoring & Evaluation Committee (PMEC). If PMEC alters the empaneled rate chart, by either adding new services or removing existing ones, we confirm that we would abide with the same.

6   In case we are successfully empaneled , 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 IndiaAI or any standards body setup / recognized by Government of India from time to time.

7   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) or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or

affiliations with IndiaAI for this empanelment. 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 IndiaAI 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 IndiaAI and/or its representatives, if any such conflict arises later.

8   We confirm that we comply with requisite infrastructure certifications as specified in Eligibility Criteria Section 4.2 Clause 6. The certifications requested shall remain valid for the entire empanelment period of three years. In case of a renewal during the empanelment period, I/We shall notify IndiaAI regarding the same. The data centres proposed by us for delivering these services would be in India.

9   The following persons will be the authorized representative of our company/ organization for all future correspondence between the IndiaAI and our organization.

Organization	Name: Address: Phone:
Primary Contact	Name: Title: Phone: Email:
Secondary Contact	Name: Title: Phone: Email:
Executive Contact	Name: Title: Phone: Email:

10 We fully understand that in the event of any change in our contact details, it is our responsibility to inform IndiaAI about the new details. We fully understand that IndiaAI shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from IndiaAI to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to IndiaAI.

11 We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to IndiaAI is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead IndiaAI in its short-listing process.

12 We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading at any point of time, we are liable to be dismissed from the selection process or, in the event of our selection, our registration is liable to be terminated.

13 We agree for unconditional acceptance of all the terms and conditions set out in this application document. We hereby declare that in case our AI Services on cloud get empaneled, we shall acknowledge and accept the Letter of Intent of empanelment as per the requirements of the application document within 30 working days from the date of notice of award.

14 We agree that IndiaAI is not bound to accept any proposal that IndiaAI may receive from us. 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.

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

Dated this _____Day of _____Year.

(Signature)   (In the capacity of)

(Name)

Duly empaneled to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

 (Company Seal)

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 2) and consortium agreement / Letter of intent to execute consortium should be submitted in case of a consortium.

13.4 Annexure – 2 – Declaration by Consortium Partners

(Original signed copy on company letterhead of primary partner)

[Date]

To,

CEO,

IndiaAI

<Address>

Dear Sir,

Ref: Declaration by consortium partners for providing AI services on cloud

- 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 Secondary partner(s).
- I/We agree to that the Primary partner will be held accountable by IndiaAI for all the delivery and tender conditions and will be held responsible for breach of conditions, agreements, SLAs as stated in this document.
- I/We agree that IndiaAI 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 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 Secondary partner 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 secondary partners]

13.5 Annexure – 3 – Undertaking on Availability of AI compute units

(Original signed copy on company letterhead)

[Date]

To,

CEO,

IndiaAI

<Address>

Dear Sir,

Ref: Undertaking on Availability of AI Compute units for *Inviting Applications for Empanelment of Agencies for providing AI services on cloud*

I/We, hereby confirm that in case our bid proposal for the *Inviting Applications for Empanelment of Agencies for providing AI services on cloud* is accepted and we are successfully empaneled, we would make available an installed capacity of minimum 1000 AI Compute units within 6 months from the date of signing of the agreement. If successfully empanelled, these 1000 AI Compute units would be available for providing AI services on cloud as per the scope of work outlined in Section 5. All AI Compute instances installed should be above the minimum specifications listed in the below Table 12.1

OR

I/We, hereby confirm that in case our bid proposal for the *Inviting Applications for Empanelment of Agencies for providing AI services on cloud* we have a capacity of 1000 AI Compute units available as on date of submission. If successfully empanelled, these 1000 AI Compute units would be available for providing AI services on cloud as per the scope of work outlined in Section 6. All AI Compute units installed would be above the minimum specifications listed in the below Table 17.1

Table 12.1 Minimum AI compute units specifications

Specifications	Minimum Acceptable Value
Performance for FP32	15 TFLOPS
Performance for FP16	300 TFLOPS
AI Compute Memory: 40 GB	40 GB

(In case of consortium)

Following is a breakup of the AI compute units to be provisioned by us and our consortium partner(s).

Primary Partner : ...No.s

Secondary Partner: ...No.s

In case, we are not able to fulfil this obligation, we understand that IndiaAI has the right to blacklist us/ our organization for up to 3 years.

Yours faithfully,

Authorized Signatory
(To be signed by Primary Partner in case of consortium)

Designation

Encl : Please find enclosed -

1. Our current AI compute capacity including available units of AI compute unit models meeting above minimum AI compute unit specifications.
2. Proposed AI compute unit capacity which would be made available
3. Purchase order of AI compute units anticipated towards meeting the 1000 AI Compute units criteria

(In case the bidder is an Authorized partner of a CSP, please also submit a link to public website outlining the currently available AI Compute units with the cloud service provider)

13.6 Annexure – 4 – Eligibility Criteria Compliance

The Bidder's information should address the Eligibility criteria as specified in the Section 4.2 and should contain details of how the Bidder satisfies the Eligibility criteria. **In case of consortium, please provide the below details for both members of the consortium.**

1. **General Details of the Organization**

This part must include a general background of the respondent organization **(limited to 400 words)** providing the details of the relevant services offered by the Organization.

2. **Incorporation Details of the Organization**

Incorporation details of the organization as per the format provided below. Enclose the mandatory supporting documents listed in format.

Details of the Organization	
Name of organization	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	*<<street and mailing addresses, phone, fax, and email>>*
Address of the Registered Office in India	*<<street and mailing addresses, phone, fax, and email>>*
Address of the Data Center Facility	*<<street and mailing addresses, phone, fax, and email>>*
Location of SOC	
Location of NOC	
Other Relevant Information	
Mandatory Supporting Documents: Certificate of Incorporation from Registrar of Companies (ROC)	

3. **Financial Details of the Organization**

Financial details of the organization as per the format below. Enclose the mandatory supporting documents listed in form. **Only to be submitted for primary partner, in case of consortium**

Financial Information of <<Bidder>>			
In the previous three completed financial years	**FY (1)**	**FY (2)**	**FY (3)**
Net worth			
Net Worth (in INR Crores)			
Revenue			
Revenue from operations (in INR Crores)			
Other Relevant Information			
	Mandatory Supporting Documents: a. Auditor Certificate indicating the Net Worth and Revenue (last three completed financial years) from the Cloud / Data Centre hosting services or both at the time of submission of application to IndiaAI.		

4. **Details of the AI Cloud Service Offerings (Actual or Proposed)**

Details of the AI Cloud Service Offerings of <<*Organization* >>	
AI services on cloud are offered / to be offered by	Bidder Name
Actual / Proposed Start date of offering of the AI Cloud Service offerings (Please provide undertaking as per Annexure-8 & AI services on cloud availability plan as per Annexure-9, if AI services are in proposal stage)	Date, Month & Year
Conformance with respect to: The AI services on cloud offering shall provide for tools or capabilities that enable users to unilaterally provision / order, manage, and use the AI services on cloud. (Please provide a website / webpage with proposed list of tools / capabilities for managing AI services on cloud in case the proposed services are not available from Day 1)	<<Yes / No>>
The portal along with the service catalogue of the Bidder's current AI Cloud offerings. (Please enter link to webpage / website showing proposed set of AI services on cloud, in case you do not provide AI services on cloud presently)	
Other Relevant Information	

5. **Details of the Data Centre Facility and AI Cloud Service Offerings (Actual or Proposed)**

(In case the bidder chooses to offer the AI services on cloud proposed for empanelment from multiple data centers facilities, please provide the below details for each of the data center facilities in the format below)

Details of the Data Center Facility	
Address of the Data Centre Facility	<<street and mailing addresses, phone, fax, and email>>
Month / Year of Starting the Data Centre Operations	Month & Year
Availability of Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management	<<Yes / No>>
Security Features available including Physical Security (Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting))	<<Yes / No>>
Tier Level and certifications (Conformance to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by 3rd party and Upcoming STQC certification for Data Centre facilities	<<Yes / No>> In case certified, details of the Certification
Certified for ISO 27001:2022	<<Yes / No>> Details of the Certification
NOC offered for the Data Centre and the managed services quality should be certified for ISO 20000-1:2018	<<Yes / No>> Details of the Certification
Mandatory Supporting Documents:	
a) ISO 27001 (2022) Certification b) ISO 20000-1:2018 Certification c) TIA 942 or UPTIME Certification d) ISO 27017 (2015) Certification e) ISO 27018 (2019) Certification	

Details of the Data Center Facility

Optional certificates:

a) SOC1 Certification
b) SOC2 Certification
c) PCI DSS Certification

Link to Meity GI Cloud empanelment with cloud provider name highlighted (If applicable)[Note: All the mandatory ISO certifications should have a validity of one year from the date of submission of application by the bidder. IndiaAI reserves the right to reject bidder's proposal, if they fail to submit a valid satisfactory ISO and DC certifications.]

13.7 Annexure – 5 – Scope Compliance

Sr. No.	Requirements as specified in the Application	Comply (Y for Yes / N for No)	Details on how the offerings of the Successful bidders meets the requirement
1	Section 6.2 Admin portal		
2	Section 6.3 Service Provisioning		
3	Section 6.4 Operational Management		
4	Section 6.5 Data Management		
5	Section 6.6 Security Management		
6	Section 6.7 SLA Management		
7	Section 6.8 Data Centre Facilities		
8	Section 6.9 Third-party Audit		

Note:

Compliance: The Bidders must comply with the mandatory requirements as mentioned in the Annexure above, on the date of submission of the Application. If the Bidder complies with the mandatory requirements, the Bidder should enter a "Y" or "Yes" in the column.

Dated this _____Day of _____Year.

(Signature)

(In the capacity of)

(Name)

Duly empaneled to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

(Company Seal)

Designation:

13.8 Annexure – 6 – Self-declaration on Blacklisting

(Self-declaration on Blacklisting from the Bidder On company letter head, signed by authorized signatory)

[Date]

To,

CEO,
IndiaAI

<Address>

Dear Sir,

Ref: Self-declaration on Blacklisting to be submitted by Bidder

I/ We <Bidder Name> hereby confirm that our Organization has not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

<div align="center">OR</div>

(In case of consortium)

I/ We <Bidder Name – Primary partner> hereby confirm that our Organization and our Consortium Partner(s), <All Secondary Partner names, separate by commas>, have not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

Yours faithfully,

Authorized Signatory
(Primary Partner in case of consortium)

Designation

13.9 Annexure – 7 – Undertaking on Data Centre Service Arrangements

[Note: The below undertaking is applicable if the Bidder (Primary partner in case of consortium) is not the owner of the Datacenter(s) from which AI services on cloud would be delivered. The undertaking needs to be obtained in original from each of the Data Centre Providers whose facilities are proposed to be leveraged for offering the AI services on cloud. The undertaking needs to be signed & stamped by Signatory of the Data Centre Provider. The same needs to be countersigned & stamped by the Signatory of the CSP (Bidder) as well.]

[Date]

To,

CEO,
IndiaAI
<Address>

Dear Sir,

Ref: Undertaking on Data Centre Services Arrangements

This is with reference to the Application for Empanelment of *AI services on cloud*, released by IndiaAI.

1. This is to certify that I/We/ am/are the AI Cloud Service Providers (CSP) and I/We confirm that we have an agreement and due authorization with Data Centre Service Provider to utilize their infrastructure for providing the AI services on cloud, proposed by the bidder …………. for the Invitation of Application for AI services on Cloud. **Proposed data centres are in India.**

	Information regarding the Overall Operational Racks of the CSP			
S. No.	Data Centre proposed to be used for offering AI services on cloud (Data Centre name with complete address)	Please specify if it is CSP owned Data Centre or 3rd Party Data Centre	Total No. of racks capacity in number or (IT load in KW/MW) exclusive and dedicated to you (CSP) in the Data Center facility, proposed to be empaneled	Please specify lease agreement validity date in DD-MM-YYYY format {between you (CSP) and 3rd party Data Centre facility provider}*
1			i. …….Racks ii. …….KW / MW (IT load)	

*CSP must submit a lease agreement between the CSP and the Data Centre Facility Provider that is valid for at least 3 years from the proposal submission date. The lease agreement shall also include details of racks, lease arrangement validity, etc.

2. We hereby confirm that the above-mentioned proposed racks for empanelment are exclusively dedicated to CSP in the Data Centre facility(s) and will not be shared with any other third-party CSP.

Yours faithfully,

Signatory

(Cloud Service Provider)   Designation & Seal of organization

Signatory

(Data Center Service Provider)   Designation & Seal of organization

13.10   Annexure – 8 – AI Compute services availability plan

(This document is to be submitted by successfully empaneled bidders at the time of agreement signing. The document is to be submitted as an original signed copy on company letterhead. Please note that the date of delivery cannot be greater than 6 months from the date of agreement signing by the successful empaneled bidders)

[Date]

To,

CEO,
IndiaAI
<Address>

Dear Sir,

Ref:AI services on cloud availability plan for *Invitation of Applications for Empanelment of Agencies for providing AI services on cloud*

Please find the earliest expected date of delivery/Go Live for the AI services on cloud for which we have submitted a Price bid as a part of our proposal for the **Invitation for Applications for Empanelment of Agencies for providing AI services on cloud** on the following page.

S No.	Instance Name	AI Compute unit Model	Number of AI Compute units (No.s)	AI Compute memory (GB)	Performance (TFLOPS)		Earliest expected date of delivery	Expected Capacity by end of FY25	Expected Capacity by end of FY26.	Expected Capacity by end of FY27
					FP32	FP16				
1										
2										
3										
4										

Yours faithfully,
Authorized Signatory
Designation

14. Financial Proposal

14.1 Annexure 9 - AI Compute instances

AI Compute Instances Minimum Threshold Specification

Number of AI Compute units: 1 or more
Performance for FP32: 15 TFLOPS
Performance for FP16: 300 TFLOPS
AI Compute Memory: 40 GB

Bidders should provide a detailed datasheet and pricing for instances in the following format for their AI Compute instance offerings that meet the minimum threshold listed above. For each instance type/ service, bidder should ensure that all the details listed in the below sheet are furnished (one row per instance type/ service).

S No.	Instance Name	AI Compute unit Model	Number of AI Compute units (No.s)	AI Compute memory (GB)	Performance (TFLOPS) FP32	Performance (TFLOPS) FP16	vCPU (No.s)	Instance memory (GB)	Peer to Peer Bandwidth (GB/s)	Network Bandwidth (GB/s)	Peak / Benchmark Memory Bandwidth (GB/s)	Hourly charges (in ₹) Market Price On demand	Hourly charges (in ₹) Market Price Monthly reserved 1	Hourly charges (in ₹) Market Price Monthly reserved 6	Hourly charges (in ₹) Market Price Monthly reserved 12	Hourly charges (in ₹) Bid Price On demand	Hourly charges (in ₹) Bid Price Monthly reserved 1	Hourly charges (in ₹) Bid Price Monthly reserved 6	Hourly charges (in ₹) Bid Price Monthly reserved 12	URL of price published on the website
1																				
2																				
...																				

The AI Compute instances where Number of AI Compute units. AI compute memory, FP16 and FP32 performance (all four) are same across the instance names proposed by all the bidders, would be considered as a unique instance type. For each unique instance type, lowest hourly rates

for 'on-demand, 1 month reserved, 6 month reserved and 12 month reserved' are considered as discovered L1 rates for that instance type and duration. The specifications of corresponding AI Compute instance types identified as discovered L1 rates would be considered the benchmark specifications.

14.2 Annexure 10 – Network Services – Data Transfer Service

S.No.	Type	Market Price (in ₹ per GB per month)	Bid Price (in ₹ per GB per month)	URL of price published on the website
1	Ingress			
2	Egress			

14.3 Annexure 11 - Storage Service

S.No.	Type	Market Price (in ₹ per GB per month)	Bid Price (in ₹ per GB per month)	URL of price published on the website
1	High Speed Block Storage			
2	Object Storage			

14.4 Annexure 12 - AI platform

S.No.	Description of the AI platform	Market Price (in ₹ per month)	Bid Price (in ₹ per month)	URL of price published on the website
1				

The AI platform would allow developer and operations teams design, develop, deploy and maintain the AI applications. Bidders are requested to provide the details of the features and services of the platform as described in Section6 in the Description column of the table above.

14.5 Annexure -13 Other AI services

S. No	Service Name	Service Group (Note1)	Service Description	Unit	List price per unit published for general public	URL of price published on the website	% discount offered for empanelment with IndiaAI (Note2)	Final Price per unit (Note3)
1								
2								
3								
....								
**	Any other service	Any other service	Any other service	-	-	-		-

Notes:

1. Bidders may add all the services that they would like to offer as part of this empanelment and group them under the following categories:
   a. Platform services
   b. Data services
   c. Document processing services
   d. Language Services
   e. Muli-format processing services
   f. Other AI services

g. Any other service to be offered in future** – Bidder's to quote an overall discount percentage for any other service that may be utilized in the future that is not part of the discovered L1 rate list

2. Bidders are expected to offer substantial discount (Above 1%) from the list price published. Any changes in the list price shall be promptly be reported to IndiaAI and the same would be updated on the admin portal as well. For any additional services to empaneled in future in the category, the maximum discount offered in that category shall be considered the minimum discount for such an additional service.

3. The final price would be arrived at considering the discount offered and any change in the list price would automatically change the final price. Such updated final price would be shown on the admin portal.

14.6 Price bid instructions

a. Bidders should ensure that all the columns are filled and suitable values are filled as per the indicative units provided in the table format.
b. All prices should be quoted in Indian Rupees (INR

14.7 Support services

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

1 24x7 access to email, chat, and phone support for general guidance and to notify and register the incidents on cloud platform.
2 Response to provide within 1 hour for any kind of service / system outage.
3 Set-Up, provisioning, changes, updates of instances
4 Successful bidders shall be responsible for 24*7 monitoring and management of all cloud infrastructure / services which is hosting the various workloads including third party application etc. as per defined SLAs.
5 Successful bidders shall ensure that requests received are legitimate and have no implications for national security, sovereignty, or any other matter that could potentially compromise the nation's interests or well-being. They shall exercise due diligence and discretion in evaluating and fulfilling requests to uphold the highest standards of integrity and ethical conduct.

6 Successful bidders shall support the end users for deployment of applications on the cloud infrastructure.

7 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.

8 Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments.

9 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.

10 Implement multi-factor authentication (MFA).

11 Security Administration: Configure, monitor, and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.

12 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.

13 MIS Reports: Successful bidders shall submit the reports on a regular basis in a mutually decided format.