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Corrigendum-I

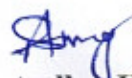
(Tender No. SEDC/RC/AI-SUB/2K26-1358)

HPSEDC published e-tender for Rate Contract for Procurement of Artificial Intelligence Tools Subscription Services.

Based on the queries received from the bidders, the following changes/ modifications/ clarifications/ specifications in the tender Section(s)/ Clause(s) are incorporated in the tender document by issuing of Corrigendum.

The detailed response to the received Pre-bid queries are attached as **Annexure A** & updated items list at **Annexure-B**.

Last date for online e-bid submission has been extended from 08/07/2026 to 16/09/2026 till 02:30PM and shall be opened on 17/09/2026 at 02:30PM.


Data Controller, HPSEDC

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
1		Schedule-I / BOQ	BoQ	What is the exact number of user licences/seats required per tool? The BOQ shows Qty=1 for each item but does not specify seats.	Updated Items list is attached as Annexure - A
2		Annexure-I / Section 5		Are the subscriptions required for named users (individual seats) or concurrent users or enterprise-wide?	Clarification: The subscription required shall be both per user and enterprise-level.
3		Section 3.1(g)		What is the estimated total number of end-user departments / organisations that will consume these subscriptions?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
4		Annexure-I, Item 1	Item No. 1	ChatGPT – Is the requirement for ChatGPT Plus (individual), ChatGPT Team, or ChatGPT Enterprise?	Updated Items list is attached as Annexure - A
5		Annexure-I, Item 2	Item No. 2	Google Gemini – Is the requirement for Gemini Advanced, Gemini for Workspace, or Gemini Enterprise?	Updated Items list is attached as Annexure - A
6		Annexure-I, Item 3	Item No. 3	Microsoft Copilot – M365 Copilot, GitHub Copilot Business, or standalone Copilot Pro?	Updated Items list is attached as Annexure - A
7		Annexure-I, Item 4	Item No. 4	Sarvam AI – which plan/API tier is expected (pay-per-use API or enterprise SaaS)?	Updated Items list is attached as Annexure - A
8		Annexure-I, Item 5	Item No. 5	Jasper AI – Team plan or Business/Enterprise plan?	Updated Items list is attached as Annexure - A
9		Annexure-I, Item 6	Item No. 6	Grammarly – Business plan (25+ seats) or Enterprise?	Updated Items list is attached as Annexure - A

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10		Annexure-I, Item 7	Item No. 7	Paperpal – Institutional plan or per-seat plan?	Updated Items list is attached as Annexure - A
11		Annexure-I, Item 8	Item No. 8	Canva – Canva Pro, Canva Teams, or Canva for Education/Gov?	Updated Items list is attached as Annexure - A
12		Annexure-I, Item 9	Item No. 9	DALL-E – Accessed via OpenAI API (credit-based) or bundled in ChatGPT? How will usage credits be scoped?	Updated Items list is attached as Annexure - A
13		Annexure-I, Item 10	Item No. 10	Synthesia – Starter, Creator, or Enterprise plan?	Updated Items list is attached as Annexure - A
14		Annexure-I, Item 11	Item No. 11	Veed.io – Pro or Business plan?	Updated Items list is attached as Annexure - A
15		Annexure-I, Item 12	Item No. 12	ElevenLabs – Creator, Pro, or Scale / Enterprise plan?	Updated Items list is attached as Annexure - A
16		Annexure-I, Item 13	Item No. 13	Murf AI – Business or Enterprise plan? Number of voice clone seats?	Updated Items list is attached as Annexure - A
17		Annexure-I, Item 14	Item No. 14	GitHub Copilot – Individual, Business, or Enterprise plan?	Updated Items list is attached as Annexure - A
18		Annexure-I, Items 15–16	Item No. 15-16	Amazon CodeWhisperer – It has been renamed 'Amazon Q Developer' in 2024. Should Item 15 and Item 16 be treated as the same product?	Updated Items list is attached as Annexure - A

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19		Annexure-I, Item 17	Item No. 17	Microsoft Power BI – Pro (per user) or Premium Per User (PPU) or Premium Capacity (P-SKU)?	Updated Items list is attached as Annexure - A
20		Annexure-I, Item 18	Item No. 18	Tableau – Creator, Explorer, or Viewer licences? Cloud (Tableau Cloud) or Server?	Updated Items list is attached as Annexure - A
21		Annexure-I, Item 19	Item No. 19	DataRobot – Which edition/platform tier? Pricing is entirely custom.	Updated Items list is attached as Annexure - A
22		Annexure-I, Item 20	Item No. 20	Darktrace – Which product suite (DETECT, PREVENT, RESPOND, HEAL)? Pricing is per network node/employee.	Updated Items list is attached as Annexure - A
23		Annexure-I, Item 21	Item No. 21	CrowdStrike Falcon – Which modules (Go, Pro, Enterprise, Elite, Complete)?	Updated Items list is attached as Annexure - A
24		Annexure-I, Item 22	Item No. 22	Veracode – Which scan types (SAST, DAST, SCA, PEN Testing) and how many apps?	Updated Items list is attached as Annexure - A
25		Annexure-I, Item 23	Item No. 23	Semgrep – Team or Enterprise plan?	Updated Items list is attached as Annexure - A
26		Annexure-I, Item 24	Item No. 24	Genspark AI – This is a relatively new tool; is there an enterprise/team licence or is it individual?	Updated Items list is attached as Annexure - A
27		Annexure-I, Item 25	Item No. 25	Slides AI – Business or Enterprise plan?	Updated Items list is attached as Annexure - A

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
28		Section 2.1 (Sr.9)		GDPR is listed as a mandatory OEM certification. Several tools (ChatGPT, Gemini) are US-based. How will GDPR compliance be demonstrated in an Indian Government context?	Clarification: GDPR is a regulatory framework, not a geographical restriction. The OEM shall demonstrate compliance with the General Data Protection Regulation (GDPR) by submitting an official GDPR compliance declaration or equivalent documentation.
29		Section 2.1 / Section 4		Is there a specific data residency requirement (data must be stored in India)?	Newly Added Clause: Data shall be stored exclusively in India and shall not be used for training or development of any AI model. Both the Bidder and the OEM shall submit an undertaking confirming compliance with the above requirements.
30		Section 2.1 (Sr.9)		How will OEM ISO/IEC 27001 and SOC 2 certificates be verified for OEMs whose India presence is through resellers?	Clarification: The required certifications must of OEM, even if they operate in India through re-sellers.
31		Section 2.1 (Sr.6)		The OEM turnover threshold is ₹100 Cr; many niche AI tool vendors (ElevenLabs, Semgrep, Murf AI) may not meet this. Will the committee provide relaxation?	Revised Clause: The average annual turnover of the OEM, whose equipment's/ systems/ Items are sought to be supplied should Rs. 75 Crores during last 2 years as per audited balance sheets/Annual reports of accounts.
32		Section 2.1 (Sr.7)		The bidder turnover threshold is ₹5 Cr. Will a single system-integrator bidding for all 25 items need ₹5 Cr for each, or ₹5 Cr aggregate?	Clarification: The turnover requirement is not w.r.t item. The bidder participating in the bid process shall meet the minimum requirement turnover criteria.
33		Schedule-I		The BOQ shows Qty = 1 for all items. Should bidders quote per-seat, per-month, or per-year pricing? What is the base unit?	Updated Items list is attached as Annexure - A
34		Schedule-I / Annexure-I		For API / usage-based tools (DALL-E, Sarvam AI, Darktrace), what is the expected annual consumption volume to compute a fixed price?	Updated Items list is attached as Annexure - A
35		Schedule-I / Section 2.1(1)		Will HPSEDC accept multi-year pricing or only Year-1 pricing? The rate contract is 1+1 years but BOQ says 'per year licence cost'	Clarification: The subscription costs asked in the BOQ are per year. This RFP is for Rate Contract and the prices finalized through this Rate Contract shall be valid for one year and extendable upto 1 year for same prices on mutual consent.

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36		Section 4 / Annexure-I		Will the Government departments use SSO (Single Sign-On) / SAML integration? If so, this affects which plan tier is eligible.	Clarification: SSO/ SAML Integration is not required.
37		Section 4		Is there a requirement for on-premise or private-cloud deployment for any of the listed tools?	Clarification: No requirement of on-premise/ private-cloud deployment.
38		Section 4.2.2		What is the expected SLA (uptime %) for subscription services? Will OEM SLAs suffice or does HPSEDC require custom SLAs?	Clarification: Subscription services SLA shall be as per respective OEM SLAs.
39		Section 4.2.2		The tender requires a Service Centre in HP with qualified engineers. For SaaS subscriptions, what constitutes a 'service centre'?	Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.
40		Section 3.15.2 / 4.2.2		The penalty clause (Rs.50/day) applies to 'non-attendance'. For cloud SaaS outages caused by OEM, how will this be handled?	Clarification: For cloud SaaS services, “non-attendance” shall mean failure of the successful bidder to acknowledge, attend to, or escalate a reported service issue within the stipulated SLA timeline.
41		Section 2.1 (Sr.13)		Training: how many training sessions and for how many users per tool is expected?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement of training sessions and number of users shall be communicated at the time of issuing work order.
42		Section 1(A)		Can a single bidder bid for a subset of categories (e.g., only Category 1), or must they bid for all 25 items?	Clarification: Single bidder can bid for a minimum of 1 item to maximum of all items, subject to they being authorized by respective OEMs.
43		Annexure-I		If Amazon CodeWhisperer (Item 15) and Amazon Q Developer (Item 16) are now the same product, will one be removed?	Updated Items list is attached as Annexure - A

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44		Section 4.1(iv)		The tender requires 'supply, installation and commissioning' for software subscriptions. What does 'installation' mean for SaaS tools?	Clarification: Installation & Commissioning: The successful bidder shall provision, configure, activate, and commission the subscribed SaaS solution, including activation of licenses, user onboarding, assignment of licenses, configuration of administrative and security settings, & where support is needed, and successful handover of a fully operational solution to the purchaser.
45	10	Section 2, Para 2.1, Sr. No. 5	Supply experience in Government bodies	The clause mandates supply of AI Tools Subscription Services in Government/Semi Govt./PSUs in last 3 years. Since many of these AI tools (ChatGPT, Gemini, Copilot etc.) are relatively new (launched post-2022), the 3-year experience requirement may eliminate competent and authorised bidders. Suggested change: Reduce experience requirement to 1 year, or allow experience of supply in private sector/corporates as equivalent.	Revised Clause: A Bidder quoting for Procurement of Artificial Intelligence Tools Subscription Services, must have supplied Artificial Intelligence Tools Subscription Services/ Similar SAAS Services in the last one year to any Government/Semi Govt./ PSUs/ Autonomous bodies of Central/ State Govt.
46	10	Section 2, Para 2.1, Sr. No. 6	OEM Annual Turnover of Rs. 100 Crores	The Rs. 100 Crore average annual turnover requirement for OEM appears excessive for specialised AI tool vendors whose Indian entity may be small even if parent company is a global leader. Requested clarification: Whether global consolidated turnover of the OEM/parent company would be considered, or only Indian entity turnover? Suggested change: Accept global consolidated turnover OR reduce threshold to Rs. 50 Crore for Indian operations.	Clarification: Both the global consolidated turnover and Indian entity turnover will be considered valid for the criteria. The bidder may submit either which ever meets the requirement.
47	11	Section 2, Para 2.1, Sr. No. 9	OEM Certifications: ISO 9001, ISO 27001, SOC 2, GDPR	GDPR is an EU regulation applicable to European companies. Several globally prominent OEMs (e.g., US-based) follow CCPA or equivalent frameworks and may not hold GDPR certification. Suggested change: Replace GDPR with 'GDPR or equivalent data privacy framework (e.g., CCPA, India DPDP Act, or equivalent)' to allow globally reputed AI OEMs to participate.	Clarification: The OEM shall demonstrate compliance with the General Data Protection Regulation (GDPR) by submitting an official GDPR compliance declaration or equivalent documentation.
48	11	Section 2, Para 2.1, Sr. No. 10	OEM Registered Office in India	Several global AI OEMs (e.g., OpenAI, ElevenLabs, Synthesia) operate through Indian distributors/partners but do not have a registered office in India. This requirement would exclude them. Suggested change: Accept OEM having an authorised representative/distributor/reseller in India in lieu of registered office requirement, subject to valid authorisation letter.	Clause " OEM must have a registered office in India" is deleted.
49	11	Section 2, Para 2.1, Sr. No. 4 & Sr. No. 13	Authorised Distributor vs. OEM participation	For software subscription services, the 'supply' is typically a licence key or account activation done directly by OEM. Clarification sought: Can a single bidder quote for multiple items where they hold authorisation from different OEMs? For example, an IT company authorised by both OpenAI and Google - can they submit a single bid?	Clarification: Single bidder can bid for a minimum of 1 item to maximum of all items, subject to they being authorized by respective OEMs.

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50	39	Schedule I – BOQ / Section 5 – Annexure I	Technical specifications not provided for individual items	The tender lists 25 AI tools across 9 categories but does not specify which plan/tier of subscription is required (e.g., ChatGPT: Free / Plus / Team / Enterprise; GitHub Copilot: Individual / Business / Enterprise). The quantity column also shows '1' for all items. Clarification required: (a) Which plan/tier is required for each tool? (b) What is the number of user licences/seats required per tool? Without this, meaningful price comparison is not possible.	Updated Items list is attached as Annexure - A
51	39	Schedule I – BOQ, Category 1, Item No. 1	ChatGPT – Subscription Tier	ChatGPT is available in multiple tiers: Free, Plus (\$20/user/month), Team (\$25/user/month), Enterprise (custom pricing). Clarification required: Which tier of ChatGPT subscription is required? How many user seats/licences are needed? Is API access included, or only ChatGPT web interface access?	Updated Items list is attached as Annexure - A
52	39	Schedule I – BOQ, Category 1, Item No. 3	Microsoft Copilot – Clarification on Plan	Microsoft Copilot is available as Copilot Free, Copilot Pro, Copilot for Microsoft 365 (formerly M365 Copilot), and Copilot for Security. Clarification required: Which specific Copilot product and plan is required? Does the purchaser already have Microsoft 365 licences on which Copilot add-on is to be procured?	Updated Items list is attached as Annexure - A
53	39	Schedule I – BOQ, Category 6, Item No. 15	Amazon CodeWhisperer – Current product status	Amazon CodeWhisperer has been rebranded and merged into Amazon Q Developer as of 2024. Clarification required: Whether the purchaser requires the legacy CodeWhisperer or the current Amazon Q Developer product? If both Item No. 15 (CodeWhisperer) and Item No. 16 (Amazon Q Developer) are separate items, please clarify the distinction intended.	Updated Items list is attached as Annexure - A
54	39	Schedule I – BOQ, Category 9, Item No. 24	Genspark AI – Clarification on product	Genspark AI is primarily a search/presentation tool still in early availability. Clarification required: Is the requirement for Genspark AI specifically, or any AI-powered presentation tool? What plan or tier is intended? Please provide technical specification or acceptable alternate product in case Genspark AI does not have enterprise licensing available.	Clarification: The requirement is different subscription plans for the AI tools mentioned in the bid document. Any equivalent tool instead shall not be accepted.
55	14	Section 2, Para 2.10.1	EMD Amount – Rs. 1,00,000	The EMD of Rs. 1,00,000 is common for all 25 items across 9 categories. Clarification required: Is the EMD of Rs. 1,00,000 applicable per category, per item, or in total for all items? Can a bidder quoting only for select categories submit a proportionate EMD?	Clarification: The EMD requirement is for the participation in the tender and not item/category specific.
56	14	Section 2, Para 2.9 & Schedule I	Pricing basis for subscription services	AI tool subscriptions are typically priced per user per month or per year. The BOQ shows quantity '1' for all items. Clarification required: (a) Is the price to be quoted per user per year? (b) What is the total estimated number of users/licences across all departments? (c) Will HPSEDC issue purchase orders for individual user licences as demand arises, or for a fixed bulk quantity?	Clarification: (a) Updated Items list is attached as Annexure - A (b) & (c) - The requirement of number of users shall be communicated while issuing the work order.

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57	27	Section 3, Para 3.12.1	Price variation clause for subscription services	AI tool subscription prices are set by global OEMs and can change periodically (e.g., OpenAI has revised ChatGPT Plus pricing). The tender states prices quoted shall not vary. Clarification required: In case an OEM revises its global subscription pricing during the rate contract period, how will this be handled? Will HPSEDC allow a price revision request, or will the L1 bidder be bound to the quoted rate regardless?	Clarification: The rates finalized through this rate contract shall be valid for the duration of the rate contract.
58	5	Section 1, Gist of Important General Conditions, Clause 6	Most Favoured Customer / Lowest Price certificate	The tender requires that if the bidder quotes lower prices to anyone in India, rates will auto-reduce. For AI subscriptions, OEM pricing is published globally and may be available at lower prices in other geographies/markets due to PPP adjustments. Clarification required: Will this clause apply to international pricing, or only to Indian market pricing? Please clarify the mechanism for submitting the required certificate.	Clarification: The rates finalized through this rate contract shall be valid for the duration of the rate contract.
59	31	Section 4, Para 4.1 & 4.2.1	Warranty and after-sales service for software subscriptions	The tender specifies 36-month comprehensive OEM warranty including labour and spares. For AI tool software subscriptions, there are no hardware spares. Clarification required: How should 'warranty' be interpreted for subscription-based software services? Should bidders interpret this as 'active subscription support and uptime SLA' for 36 months? Please specify acceptable SLA parameters.	Clause deleted. The subscription support shall be valid till the tenure of the subscription.
60	32	Section 4, Para 4.2.2	Service centre and 24/36/60 hour response time	The tender mandates a physical service centre in Himachal Pradesh with qualified engineers for 24-hour complaint attendance and 36-hour defect rectification. For cloud-based AI subscription tools, physical service centres are not applicable. Clarification required: How should this requirement be complied with for SaaS/cloud-based AI tools? Will online helpdesk/remote support from OEM/bidder suffice?	Clarification: Online OEM Helpdesk/ remote support is required. Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.

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61	28	Section 3, Para 3.15.2	Liquidated damages for AI subscription services	LD clause of Rs. 50/day per item and maximum 10% of equipment cost is specified. For subscription services, 'equipment cost' is not a standard term. Clarification required: Will LD be calculated on the annual subscription value per item? Please also clarify what would constitute 'non-delivery' for a subscription service (e.g., activation delay, downtime, access issue).	Revised Clause: The LD clause shall be applicable to subscription services as well. For subscription-based items, the applicable value for calculation of LD shall be the annual subscription value of the respective item instead of equipment cost. For the purpose of LD, non-delivery/non-performance shall include delay in activation/provisioning of the subscribed service, failure to provide the required user access/entitlements, or prolonged unavailability of the subscribed service attributable to the successful bidder. Routine downtime covered under the agreed SLA/uptime provisions shall not be treated as non-delivery.
62	13	Section 2, Para 2.8, Packet-I	Documents required for multiple OEM authorisations	A single bidder may be authorised by multiple OEMs for different items in this tender. Clarification required: Should a separate Proforma-A (OEM authorisation) be submitted for each OEM/item? Is there a combined authorisation format acceptable if the bidder is an authorised reseller of multiple OEM products?	Clarification: If the bidder is an authorised reseller of an OEM, then they shall submit OEM authorization respectively for the items, against which the bidder is quoting.
63	11	Section 2, Clause 2.1, Sr. No. 9	OEM Certifications	Kindly clarify whether SOC 2 Type II attestation report will be accepted in lieu of a SOC 2 certificate, as SOC 2 is generally issued as an audit report and not as a certification.	Revised Clause: The OEM shall provide a current SOC 2 Type II attestation report issued by an independent licensed CPA firm, covering the relevant AI service/platform and applicable Trust Services Criteria, including Security and, where applicable, Availability, Confidentiality, Processing Integrity and/or Privacy. The SOC 2 Type II attestation report shall be accepted in lieu of a SOC 2 certificate, as SOC 2 is an attestation framework and does not ordinarily issue a separate certification certificate
64	General	Data Security & Compliance	Data Residency Requirements	Kindly specify whether data generated through AI tools must be stored within India or whether global cloud infrastructure is acceptable.	Newly Added Clause: Data shall be stored exclusively in India and shall not be used for training or development of any AI model. Both the Bidder and the OEM shall submit an undertaking confirming compliance with the above requirements.
65	43	Section 5, Annexure I	Minimum technical specifications not defined	Annexure I lists only the tool names without specifying minimum required features, plan tiers, number of users, uptime SLA, data residency requirements, or integration needs. Requested change: HPSEDC should publish detailed technical specifications/minimum requirements for each of the 25 tools before bid submission, so that bidders can quote accurately and technically compliant bids can be evaluated fairly.	Updated Items list is attached as Annexure - A

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66	10	2.1 Eligible Bidders	A Bidder should be Original Equipment Manufacturer (OEM) or Authorised Principal National Distributor/ Importer/ System integrator duly authorised by the OEM (Original Equipment Manufacturer) of the required equipments respectively. It will, however be, preferred that the Original Equipment Manufacturers (O.E.M.) quotes directly. Documentary Evidence: Authorization letter from OEM in format given at Proforma-A, in case OEM not bidding directly	Requesting HPSEDC to allow Cloud MSP(Managed Service Provider) in this Bid.	As per RFP
67	11	2.1 Eligible Bidders	OEM Toll Free Help-desk facilities should be already available during working hours (9 to 6 PM and from Monday to Saturday). The bidder and OEM should have its own website having product related information (for OEM) and support related information (for both bidder and OEM). The OEM should have its registered office in India. Copy of registration certificate to be attached.	It is requested that the requirement of Toll-Free Helpdesk and support-related website be applicable to the Bidder only. Since post-sales support and service delivery are managed by the Bidder/Authorized Partner, OEM-specific Toll-Free Helpdesk and support portal requirements may kindly be relaxed. Bidder's support infrastructure, escalation matrix, and support website may be considered sufficient for compliance.	Clarification: Both OEM and bidder Toll-free helpdesk and support related information is required.
68	39-40	Schedule-I, Category 6, Item No. 15	The RFP lists "Amazon Code Whisperer" as a separate item. This product was rebranded and merged into Amazon KIRO. Amazon CodeWhisperer no longer exists as a standalone product.	Request to rename Item No. 15 (Amazon Code Whisperer) to Amazon KIRO Pro/ Pro+/ Pro Max/ Power. All the versions have separate functionalities and may be considered for different usages.	Updated Items list is attached as Annexure - A
69	39-40	Schedule-I, Category 6, Item No. 15 & 16	Items 15 and 16 were effectively the same product. All of them is consolidated under AWS Kro Bidding on both creates duplication.	Same as above	Updated Items list is attached as Annexure - A
70	10-11	Section 2, Para 2.1, Sr. No. 9 - Eligibility Criteria	GDPR is listed as a mandatory "certification" for OEMs. GDPR (General Data Protection Regulation) is a European Union regulation/law, not a certification that can be issued by a certifying body. No organization can hold a "GDPR Certificate."	Suggest replacing "GDPR" with "GDPR Compliance Declaration / Data Processing Addendum (DPA)" or alternatively accept SOC 2 Type II + ISO 27701 (Privacy Information Management) as equivalent proof of data privacy practices.	Clarification: GDPR is a regulatory framework, not a geographical restriction. The OEM shall demonstrate compliance with the General Data Protection Regulation (GDPR) by submitting an official GDPR compliance declaration or equivalent documentation.

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71	39-41	Schedule-I, BOQ/Price Schedule	The BOQ asks for "Per year License Cost" with a single unit price. Cloud/SaaS services like AWS KIRO and its variants are typically priced per user per month. The pricing model does not accommodate user-based or consumption-based pricing structures.	Request clarification: (a) Should pricing be quoted for 1 user/year or a specified number of users? (b) Is monthly subscription billing acceptable or must it be annual upfront payment? (c) For consumption-based services, how should variable pricing be quoted? Suggest adding columns for "No. of Users" and "Per User Per Month Rate" in the BOQ.	Updated Items list is attached as Annexure - A
72	31	Section 4, Para 4.1 (iii) & (iv) - Supply and Installation	The RFP requires physical supply FOR destination, packing, transportation, insurance, and "Installation and Commissioning." These clauses are written for physical hardware/ equipment. AI Tool subscriptions are cloud/SaaS services delivered digitally - no physical delivery, packing, or on-site installation is involved.	Suggest adding a clarification that for SaaS/Cloud subscription services: (a) "Supply" shall mean activation of subscription/license, (b) "Installation" shall mean onboarding, configuration, and user provisioning, (c) Transportation/packing/insurance clauses shall not apply. A separate clause for digital delivery/activation process should be introduced.	Clarification: Installation & Commissioning: The successful bidder shall provision, configure, activate, and commission the subscribed SaaS solution, including activation of licenses, user onboarding, assignment of licenses, configuration of administrative and security settings, & where support is needed, and successful handover of a fully operational solution to the purchaser.
73	31-32	Section 4, Para 4.2.1 - Comprehensive Warranty (36 months)	The RFP mandates "Comprehensive OEM warranty including labour and spares for 36 calendar months" and "all hardware parts including updation/upgradation of Operating System." For AI subscription tools, there are no hardware parts, spares, or operating systems. Subscriptions are typically annual with renewal.	Suggest replacing hardware warranty terms with SaaS-appropriate terms: (a) Define warranty as "continuous service availability as per OEM SLA" during subscription period, (b) Replace "hardware spares" with "service uptime guarantee (99.9% or higher)", (c) Clarify if 36-month subscription is required or 12-month with renewal option. Note: Amazon Q Developer Pro subscription is annual.	Clause deleted. The subscription support shall be valid till the tenure of the subscription.
74	32	Section 4, Para 4.2.2 - Service Centre in HP	The RFP requires "Service Centres in the State manned by qualified Engineers" with "sufficient inventory of spares." For cloud AI tools, service/support is provided remotely through online portals, chat, and phone. A physical service centre with spare inventory is not applicable for SaaS subscriptions.	Suggest modifying to: "OEM/Bidder should provide technical support through online portal/chat/phone/email. For onboarding and training purposes, the bidder should be able to depute technical personnel on-site or provide virtual training as needed." Remove requirement for physical spare inventory for subscription-based items.	Revised Clause: Spare Inventory Clause is Deleted. Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.
75	32	Section 4, Para 4.2.2 - Penalty (Rs. 50/day)	Penalty of Rs. 50/day for "non-rectification of defects" and complaint resolution within 24/36/60 hours is designed for hardware service. Cloud services have SLA-based credit models (e.g., AWS provides service credits for SLA breaches). The penalty mechanism does not align with industry standard for SaaS.	Suggest defining penalty for SaaS as: (a) SLA-based service credits as per OEM standard terms, OR (b) A percentage-based penalty on monthly subscription value for service unavailability beyond committed SLA. Replace hour-based rectification timelines with SLA uptime commitments (e.g., 99.9% monthly uptime).	Clarification: For cloud SaaS services, "non-attendance" shall mean failure of the successful bidder to acknowledge, attend to, or escalate a reported service issue within the stipulated SLA timeline. OEM/cloud service provider outages beyond the bidder's control shall not be treated as non-attendance, provided the bidder promptly escalates and coordinates resolution of the issue.

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
76	40	Schedule-I, Category 6, Item No. 20	"Draktrace" appears to be a typographical error in the RFP.	The correct spelling is "Darktrace." Kindly correct the product name in the final RFP/corrigendum.	Updated Item List is attached as Annexure -A
77	23-24	Section 3, Para 3.5 - Performance Bank Guarantee (3%)	Performance BG of 3% of total order value for T+3 months is mentioned. For SaaS subscriptions, the "order value" could be monthly, annual, or multi-year. The PBG template references "supply of equipment" which is inapplicable to digital subscriptions.	Suggest clarifying: (a) PBG to be calculated on annual subscription value, (b) PBG validity aligned with subscription period, (c) Update PBG template language from "supply of equipment" to "provision of subscription services." Also clarify if PBG is required for each purchase order or for the overall rate contract.	Clarification: PBG shall be w.r.t each purchase order issued and shall be valid for T+3 months, where T being the subscription validity. In the PBG Format "Supply of equipment" to be changed to "Provision of subscription services"
78	43-45	Annexure-I, Section 5 - Technical Specifications	The technical specifications section only mentions product names with a requirement for MAF and brochure. There are no detailed functional/technical specifications (e.g., number of queries/month, API access, number of users, features required, integration capabilities, data residency requirements).	Suggest adding minimum technical requirements for each category: (a) Number of user licenses needed, (b) Required features (e.g., for coding tools - IDE integration, languages supported), (c) Data residency requirements (India region preferred?), (d) API/integration capabilities needed, (e) Admin console/user management requirements. Without these specifications, bidders cannot provide accurate pricing.	Updated Items list is attached as Annexure - A
79	39	Schedule-I - Category 6	The RFP lists only "Amazon Code Whisperer" (discontinued) and "Amazon Q Developer" under AI Coding/Developer Tools. AWS also offers Amazon Q Business (enterprise AI assistant for business users) and Amazon Bedrock (generative AI platform) which are relevant to multiple categories (Conversational AI, Content Generation, Data Analytics).	Suggest adding "Amazon Q Business" under Category 1 (Conversational AI / Chatbots) and/or creating a new category for "Generative AI Platforms" to include Amazon Bedrock, which can serve use cases across multiple categories (chatbots, content generation, coding, analytics).	As per RFP
80	39	Schedule-I, Category 1: Conversational AI / Chatbots	Category 1 lists ChatGPT, Google Gemini, Microsoft Copilot, and Sarvam AI. AWS offers "Amazon Q Business" - an enterprise AI assistant that can be connected to enterprise data sources (S3, SharePoint, Confluence, Salesforce, etc.) to provide conversational AI with citations, grounded in organization's own data. This is more suitable for Government use than generic chatbots.	Request inclusion of "Amazon Q Business" in Category 1. Amazon Q Business provides: (a) Enterprise-grade conversational AI, (b) Data grounding - answers from your own documents, (c) Role-based access controls, (d) India region availability for data residency, (e) No data used for model training.	As per RFP

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81	39	Schedule-I, Category 2: AI Writing & Content Generation	Category 2 lists Jasper AI, Grammarly, and Paper Pal. AWS offers Amazon Bedrock which provides access to multiple foundation models (Claude, Titan, Llama, etc.) via API for content generation, summarization, and writing tasks. Amazon Q Business also offers content creation capabilities.	Request inclusion of "Amazon Bedrock" in Category 2 or as a new "Generative AI Platform" category. Amazon Bedrock offers: (a) Access to 30+ foundation models, (b) Guardrails for responsible AI, (c) Knowledge Bases for RAG, (d) Fine-tuning capabilities, (e) Pay-per-use pricing, (f) India region (Mumbai) availability. More versatile than single-purpose writing tools.	As per RFP
82	39	Schedule-I, Category 3: Image Generation & Design AI Tools	Category 3 lists Canva and DALL-E. AWS offers Amazon Bedrock with Amazon Titan Image Generator model for image generation, editing, and variation. It provides enterprise-grade image generation with built-in watermarking and content moderation.	Request inclusion of "Amazon Titan Image Generator (via Amazon Bedrock)" in Category 3. Features: (a) Text-to-image generation, (b) Image editing and inpainting, (c) Built-in invisible watermarking for provenance, (d) Content moderation built-in, (e) No training on customer data, (f) India region availability.	As per RFP
83	40	Schedule-I, Category 5: Voice / Speech AI Tools	Category 5 lists Eleven Labs and Murf AI for voice/speech. AWS offers Amazon Polly (text-to-speech with 60+ voices in 30+ languages including Hindi, Tamil, Telugu) and Amazon Transcribe (speech-to-text with support for Indian languages and accents). Both are production-grade services used by enterprises.	Request inclusion of: (a) "Amazon Polly" for text-to-speech, and (b) "Amazon Transcribe" for speech-to-text in Category 5. These services offer: Indian language support (Hindi, Tamil, Telugu, etc.), Neural voices, Real-time and batch processing, SSML support, Custom vocabularies, Pay-per-use pricing, India region availability.	As per RFP
84	40	Schedule-I, Category 7: Data Analytics & Business Intelligence AI Tools	Category 7 lists Microsoft Power BI, Tableau, and DataRobot. AWS offers Amazon QuickSight - a cloud-native BI service with built-in ML insights (Amazon Q in QuickSight) that provides natural language querying, automated dashboards, anomaly detection, and forecasting. Also, Amazon SageMaker for advanced ML/AI analytics.	Request inclusion of: (a) "Amazon QuickSight" (with Amazon Q) in Category 7 for BI with AI-powered insights: natural language queries, auto-narratives, ML-powered anomaly detection, embedded analytics. Pay-per-session pricing (\$0.30/session) or per-user. (b) Optionally "Amazon SageMaker" for advanced analytics/ML model building.	As per RFP
85	40	Schedule-I, Category 8: Cyber Security AI Tools	Category 8 lists only "Draktrace" (Darktrace). AWS offers Amazon GuardDuty (AI-powered threat detection), Amazon Inspector (automated vulnerability management), Amazon Macie (AI-driven data security for sensitive data discovery), and Amazon Detective (security investigation). These are established, widely-used security AI tools.	Request inclusion of AWS security AI tools in Category 8: (a) "Amazon GuardDuty" - ML-based threat detection for accounts, workloads, and data, (b) "Amazon Macie" - ML-powered sensitive data discovery and protection, (c) "Amazon Inspector" - automated vulnerability assessment, (d) "Amazon Detective" - AI-powered security investigation. All available in India region with pay-per-use pricing.	As per RFP

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86	40-41	Schedule-I, Category 9: AI-Powered Transcription & Note-Taking Tools	Category 9 lists Otter.ai, Fireflies.ai, Notta.ai, Krisp, and Tactiq. AWS offers Amazon Transcribe which provides automatic speech recognition (ASR) with speaker identification, custom vocabulary, content redaction, and support for Indian English and Hindi accents. Can be used for meeting transcription.	Request inclusion of "Amazon Transcribe" in Category 9. Features: (a) Automatic speech recognition with 99%+ accuracy, (b) Speaker diarization (identify who said what), (c) Custom vocabulary for domain terms, (d) PII/PHI redaction, (e) Real-time and batch transcription, (f) Support for Indian English and Hindi, (g) Integration with Amazon Chime for meeting notes. Pay-per-second pricing.	As per RFP
87	39-41	Schedule-I - Overall	The RFP does not include a category for "AI/ML Platform Services" or "Generative AI Platforms" which enable organizations to build custom AI applications specific to their needs. Government departments may need custom AI solutions (document processing, citizen services, language translation for HP's multilingual needs).	Suggest adding a new "Category 10: AI/ML Platforms & Custom AI Development" to include: (a) Amazon Bedrock (Generative AI platform), (b) Amazon SageMaker (ML platform), (c) Amazon Comprehend (NLP), (d) Amazon Textract (document AI), (e) Amazon Rekognition (computer vision), (f) Amazon Translate (language translation - supports Hindi, Punjabi relevant to HP). This would enable departments to build custom AI solutions beyond off-the-shelf tools.	As per RFP
88	3, 4, 22, 27	Rate Contract / Procurement Model	Tender seeks rate discovery and L1 selection for AI Tool Subscription Services.	Since AI requirements may vary across departments and different use cases may require different AI products, models, compute resources, and subscription plans over time, we request HPSEDC to consider an Empanelment-Based Rate Contract Model. Eligible OEMs/Authorized Partners may be empanelled, and for future departmental requirements. L1 evaluation would not be the right model	As per RFP
89	10, 14	Section 2, Clause 2 & 2.10	EMD of ₹1,00,000/- is mandatory for all bidders.	We request HPSEDC to allow EMD exemption for eligible Micro & Small Enterprises (MSEs) registered under Udyam/MSME, in line with Government of India MSME procurement guidelines and public procurement policies. Eligible bidders may be allowed to submit valid Udyam Registration Certificate in lieu of EMD.	Clarification: Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.
90	31	Clause 4.1(v) – After Sales Services	The Supplier will open Own/Authorised Service Centre in Himachal Pradesh for the maintenance of equipment(s) supplied under this tender and keep spare equipment for replacement during warranty period.	Since the present tender is for Procurement of Artificial Intelligence Tools Subscription Services (SaaS based solution), no physical hardware is being supplied requiring a dedicated service centre or spare inventory. Therefore, it is requested that the requirement of establishing an Own/Authorised Service Centre in Himachal Pradesh and maintaining spare inventory may be exempted. Bidder/OEM may be allowed to provide support through centralized Helpdesk, Remote Technical Support, Online Ticketing System, Email Support, Telephonic Support, and PAN-India Support Infrastructure while adhering to the prescribed SLA timelines.	Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.

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91	10	Eligibility Criteria – Point No. 6	The average annual turnover of the OEM, whose equipment/systems/items are sought to be supplied should be Rs. 100 Crores during last 3 years.	It is requested that the turnover criteria be considered at the Cloud Service Provider (CSP) level instead of the AI OEM level. AI Subscription Services such as ChatGPT/OpenAI and other LLM-based solutions are generally delivered through hyperscale cloud platforms and authorized service providers. In such cases, bidders may not have direct commercial relationships or access to financial documents of every AI OEM. Therefore, to encourage wider participation and ensure a competitive bidding process, the turnover requirement may kindly be evaluated based on the proposed CSP's turnover, which is responsible for hosting, delivery, scalability, security, and operational support of the proposed solution.	As per RFP
92	11	Eligibility Criteria – Point No. 13	The Bidder must provide technical support and training.	It is requested to clarify the detailed scope of Technical Support and Training, including (i) number of training sessions & Duration (ii) mode of training (online/offline/hybrid),	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement of training sessions and number of users shall be communicated at the time of issuing work order.
93	11	Purchase Preference for Local Micro & Small Scale Units / Startup Enterprises of the State	Purchase Preference of 15% has been reserved for Local Micro & Small Scale Units Enterprises of Himachal Pradesh.	Since the tender pertains to Artificial Intelligence Tools Subscription Services, which are largely cloud-based and delivered remotely across India, it is requested that the purchase preference criteria may be extended to eligible MSMEs on a PAN-India basis instead of restricting the benefit only to entities registered in Himachal Pradesh. This will encourage wider participation, promote innovation, and ensure healthy competition among qualified AI solution providers across the country while enabling HPSEDC to obtain the most competitive and technologically advanced solutions.	As per RFP
94	12	Authorized Service Provider (ASP) Clause	The Purchaser may ask for a trilateral agreement with the Bidder and the OEM to ensure timely delivery and maintenance.	Global Cloud Service Providers (CSPs) such as AWS do not enter into tripartite agreements with end customers and partners. Instead, services are delivered through authorized partners under standard OEM/CSP partner frameworks, service terms, and support commitments so kindly exempted this clause for bidders	As per RFP
95	16–18	2.8 / Eligibility Criteria	“Eligibility conditions / technical & financial qualification”	MSME entities with valid OEM authorization should be deemed eligible irrespective of standalone turnover thresholds	As per RFP
96	16–18	2.8 (II)	“Financial capability / supporting documents”	Allow OEM financial backing / MAF as substitute for turnover eligibility	As per RFP

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97	16–18	2.8 (I)	“OEM Authorization / MAF required”	OEM MAF to be treated as sufficient eligibility proof for participation	As per RFP
98	16–18	2.10 (EMD Clause)	“Bid Security / EMD submission”	MSME exemption from EMD to be explicitly applicable	Clarification: Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.
99	23–24	3.5.2	“3% Performance Bank Guarantee”	MSME relaxation or reduction in PBG requirement	As per RFP
100	30–31	4.1(v)	“Service centre in Himachal Pradesh mandatory”	OEM centralized support model to be accepted in lieu of local service centre	As per RFP
101	31–32	4.2.2	“Resolution within 36/60 hours”	SLA alignment with OEM support timelines for SaaS products	Clarification: Subscription services SLA shall be as per respective OEM SLAs.
102	24–25	3.6	“Inspection and physical testing of goods”	Exemption of physical inspection for software/SaaS items	Clause deleted.
103	19	2.17.4	“L1 allocation based on supplier classification”	Clarify SaaS subscription classification under procurement rules	As per RFP
104	19	2.17.5	“Local supplier matching L1 within 5% margin”	Exempt SaaS/OEM subscription models from price matching requirement	As per RFP
105	26	3.11	“Payment on delivery challan + installation report”	Accept OEM activation/license confirmation as valid delivery proof	Revised Clause: Payment on delivery Challan + successful activation of license
106	31	4.2.1	“36 months comprehensive warranty”	Treat subscription validity as equivalent to warranty period	Warranty Clause deleted. The subscription support shall be valid till the tenure of the subscription.
107	32	5 (Acceptance Testing)	“Two-day system testing required”	Replace physical testing with digital functional verification	Clause deleted.
108	27–28	3.15.2	“Liquidated damages for delay in delivery”	Exempt SaaS activation delays from LD applicability	As per RFP

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109	26–27	3.13	“Modification of order quantity/specifications”	Explicit allowance for scalable subscription licensing	As per RFP
110	26–27	3.12.2	“No exchange rate variation allowed”	Clarify fixed OEM INR-equivalent pricing applicability	As per RFP
111	28	3.18	“Taxes and duties responsibility”	Clarify GST liability only on Indian billing entity	As per RFP
112	29	3.2	“Arbitration at Shimla”	Allow virtual/hybrid arbitration mechanism	As per RFP
113	31–32	4.2.4	“Recovery from other contracts / automatic deductions”	Require notice-based recovery with dispute resolution window	Clarification: Subscription services SLA shall be as per respective OEM SLAs.
114	Overall	Entire Tender Framework	SaaS + AI subscription procurement mixed with hardware-style clauses	Introduce MSME-friendly SaaS procurement interpretation framework	As per RFP
115	39	Schedule I	Regarding Pricing Schedule I	Kindly provide the estimated number of Government departments/agencies expected to procure services under this rate contract.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
116	39	Schedule I	Regarding Pricing Schedule I	Please indicate the expected average number of users per department and the anticipated range of user counts (minimum and maximum) to enable bidders to arrive at competitive and realistic pricing.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
117	39	Schedule I	Regarding Pricing Schedule I	Since subscription pricing varies significantly based on the number of users, how will price comparison be standardized across bidders quoting per-user and enterprise-level licenses?	Updated Items list is attached as Annexure - A
118	39	Schedule I	Regarding Pricing Schedule I	In case a bidder offers both per-user and enterprise licensing models, please clarify which pricing methodology will be considered for evaluation.	Updated Items list is attached as Annexure - A

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119	39	Schedule I	Regarding Pricing Schedule I	Will the quantity of users be fixed at the time of purchase by individual departments, or are bidders expected to quote slab-wise pricing based on user ranges?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
120	39	Schedule I	Regarding Pricing Schedule I	Can departments procure licenses independently under the rate contract, or will procurement be centralized through the tender?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
121	39	Schedule I	Regarding Pricing Schedule I	In the case of enterprise licensing, please clarify whether the license is expected to cover: oA single department, oMultiple departments, or oThe entire State Government.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
122	39	Schedule I	Regarding Pricing Schedule I	Please clarify the expected subscription duration for evaluation purposes. Is the commercial comparison based on one-year subscriptions only, or are multi-year subscriptions also envisaged?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
123	39	Schedule I	Regarding Pricing Schedule I	In the event of additional users being added during the contract period, what pricing mechanism should be followed for incremental licenses?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further requirement shall be communicated at the time of issuing work order.
124	39	Schedule I	Regarding Pricing Schedule I	How will equivalent products with different licensing structures and feature sets be normalized and compared during financial evaluation?	As per RFP
125	39	Schedule I	Regarding Pricing Schedule I	If alternative products are proposed under a category, will feature parity be evaluated, or will the financial comparison be carried out solely on price?	Clarification: The requirement is different subscription plans for the AI tools mentioned in the bid document. Any equivalent tool instead shall not be accepted.
126	39	Schedule I	Regarding Pricing Schedule I	Kindly clarify whether GST shall be considered separately or inclusively for the purpose of financial evaluation.	Clarification: The price requested through BOQ format is inclusive of GST

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127	10	2.1 Eligible bidders, Point - 2(ii)	Earnest Money Deposit (EMD) in the shape of Demand Draft/ Bank Guarantee valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	We are a registered Micro Enterprise and understand that, under the prevailing MSME/MSE procurement policy, eligible MSEs are exempt from submitting the Earnest Money Deposit (EMD). We request you to kindly confirm whether this exemption is available under the present tender?	Clarification: Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.
128	5	3. Schedule of Tender Process	Tender to be downloaded from https://hptender.gov.in .	We are unable to find the tender in the designated site. Let us know by when it will be uploaded?	Clarification: The tender will be uploaded on hptenders.gov.in , along with corrigendum for pre-bid responses.
129	4	GIST of Important General Conditions	Sr. No. 4 Unless otherwise specified for a part of the order, Delivery is to be made FOR destination i.e. anywhere in the State of Himachal Pradesh and Installation has to be completed within 1-2 weeks from the date of placing the supply order. In Remote and snowbound areas delivery may be done at nearest district head quarter, in case the area is cut-off for the time being. The Managing Director, HPSEDC reserves the right to extend the delivery period based on the request of the supplier, wherever required.	Unless otherwise specified, delivery shall be made on a FOR Destination basis anywhere within the State of Himachal Pradesh. The supplier shall complete the delivery and installation within 3–4 weeks from the date of issuance of the Supply Order. It is respectfully submitted that the supply and installation of AI software across various locations in Himachal Pradesh require additional time due to geographical challenges, as well as necessary post-order internal processing. Therefore, the delivery and implementation timeline specified in the RFP may kindly be extended to accommodate OEM approvals, procurement, licensing, installation, configuration, training, and commissioning activities. This amendment will ensure timely and quality project execution while maintaining compliance with the tender requirements.	As per RFP
130	7	Section 2 Instructions to Bidders A- Introduction. 2.1. Eligible Bidders	The average annual turnover of the bidders should be Rs. 5 Crore (Rs. Five Crore) during last 3 years as per audited balance sheets.	Since the tender involves emerging technologies such as AI-based solutions, many technically qualified bidders may not meet this turnover criterion despite having the required expertise and capabilities. Therefore, it is respectfully requested that the minimum average annual turnover requirement be reduced to Rs. 2.50 Crores to encourage wider participation, promote fair competition, and facilitate the adoption of innovative technologies.	Revised Clause: The average annual turnover of the bidders should be minimum of Rs. 2 Crore during last 3 financial years as per audited balance sheets.

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131	10	Section 2 Instructions to Bidders A- Introduction. 2.1. Eligible Bidders	Sr. No. 6 The average annual turnover of the OEM, whose equipment's/ systems/ Items are sought to be supplied should Rs. 100 Crores during last 3 years as per audited balance sheets/Annual reports of accounts.	It is submitted that the tender involves products and solutions from multiple OEMs, including Artificial Intelligence (AI)-based software and platforms, which are relatively new technologies with many emerging OEMs having entered the market only in recent years. The stipulated requirement of an average annual turnover of Rs. 100 Crores for the OEM is highly restrictive and may significantly limit the participation of innovative and technically qualified AI solution providers. Many competent OEMs in the AI domain possess advanced technologies and proven capabilities but do not yet meet such a high turnover threshold due to the evolving nature of the industry. In the interest of promoting fair competition, wider participation, and adoption of advanced AI technologies, it is respectfully requested that the minimum average annual turnover requirement for the OEM be reduced from Rs. 100 Crores to Rs. 5 Crores or an appropriate lower threshold.	Revised Clause: The average annual turnover of the OEM, whose equipment's/ systems/ Items are sought to be supplied should Rs. 75 Crores during last 2 financial years as per audited balance sheets/Annual reports of accounts.
132	10	Section 2 Instructions to Bidders A- Introduction. 2.1. Eligible Bidders	The Bidder must provide technical support and training.	The bidder shall have a local office or authorized service center for providing after-sales support. The successful bidder shall provide comprehensive technical support, onsite/remote assistance, and end-user training throughout the contract period to ensure the smooth and uninterrupted functioning of office operations. Documentary proof of the local office/service center shall be submitted along with the bid.	Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.
133	39	Shedule-1 Sample of Price Schedule/BOQ	All Items qty is only 1 or Single user	It is submitted that a Single User License is intended for individual usage only and is not suitable for organizational or departmental deployments where multiple users are required to access the AI software simultaneously. For Government Departments and Organizations, an Enterprise Licensing Model supporting multiple users (such as 10-user, 20-user, 50-user, 100-user, or higher capacity licenses) is the industry-standard approach and provides centralized management, scalability, user administration, security, and cost-effective deployment.	Updated Items list is attached as Annexure - A
134	10		The Bidder should be registered under the Indian Companies Act, 1956 and should be in existence for not less than preceding 5 years in the relevant field. Proprietors/Partnership Firms should have valid Government Licence and GSTN.	Experience of the OEM shall be considered for meeting the eligibility criteria, provided the OEM issues an authorization certificate (MAF) for participation and execution responsibility.	As per RFP

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135	10		EMD and Tender Fee	We request to waive off the Tender Fee and Earnest Money Deposit (EMD) as we are a registered MSME under Udyam Registration and are eligible for exemption as per the Government of India Public Procurement Policy for MSEs.	Clarification: Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.
136	11		The average annual turnover of the bidder should be Rs. 5 Crores during the last three financial years as per audited accounts.	In case of MSME/startup bidders participating with valid OEM authorization, the turnover of the OEM shall be considered for meeting the above requirement.	As per RFP
137				1. Data Sovereignty, Privacy, and Regulatory Compliance Given that this deployment will serve various departments within the State Government of Himachal Pradesh, establishing strict boundaries around data security and regulatory compliance is a primary priority. ☐ Alignment with the DPDP Act 2023 As India implements the Digital Personal Data Protection (DPDP) Act 2023, will HPSEDC require vendors to provide proof that all 25 requested tools adhere to data minimization, purpose limitation, and localized consent frameworks out of the box? ☐ Cloud Infrastructure and Data Residency For the cloud-native generative AI tools specified in Categories 1, 2, 3, and 4 (such as Chat GPT, Google Gemini, and Jasper AI), will the department mandate that all user data, prompt logs, and outputs remain strictly within MeitY-empanelled data centers located within the geographical boundaries of India?	As per RFP
138				2. Operational Use Cases and License Architecture The current specifications outline the bare minimum tool requirements. Clarifying the operational depth and integration needs for these licenses will ensure accurate pricing and system longevity. ☐ License Tier Specifications (Commercial v/s Enterprise) Does the rate contract assume basic individual commercial seats, or should vendors quote Enterprise-grade licenses that include centralized single sign-on (SSO) integration, advanced administrative consoles, and comprehensive audit logs for state IT managers? ☐ Web User Interface v/s Programmatic API Access For Category 1 (Conversational AI) and Category 5 (Voice and Speech AI), is the requirement strictly for user-facing web portals, or should the proposal factor in programmatic API access and token volumes to allow developers to integrate these AI	As per RFP

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
139				3. Business Continuity, Risk Mitigation, and Data Protection Agreements Procuring and managing a large matrix of third-party software tools requires clear accountability mechanisms regarding service availability and legal liabilities. ☐ Back-to-Back Data Protection Agreements (DPA) Will HPSEDC execute anti-party or back-to-back DPA where core platform vulnerabilities, global data breaches, or OEM infrastructure failures remain the legal liability of the software manufacturer, while the local vendor remains responsible for deployment-level configuration and maintenance? ☐ Alignment of Service Level Agreements (SLAs) How will financial penalties for platform downtime be structured? Since these tools are cloud-hosted by global tech firms, will HPSEDC align its contract uptime penalties directly with the official service availability commitments published by Microsoft, AWS, and Google?	As per RFP
140				4. Implementation Governance and Technical Deployment Deploying 25 distinct software solutions across a distributed government network introduces a significant integration and management challenges. ☐ Centralized Identity and Access Management Will the vendor be required to deploy a unified user access portal (such as Key cloak or Azure AD) to allow state IT administrators to dynamically provision, monitor, and revoke licenses across multiple departments from a single dashboard? ☐ On-Premises Network Visibility for Security Tools For Category 8 (Cybersecurity AI tools like Darktrace and CrowdStrike Falcon), will the implementation vendor be granted immediate network architecture visibility to deploy localized collectors and agents, or will the deployment remain restricted to basic endpoint protection? ☐ Capacity Building and User Adoption Training Does the scope	As per RFP
141				5. Recommended Strategic Approach: The Unified AI Governance Model This section outlines our recommended delivery frame work, which serves as our core technical differentiator and operational model for this project. Deploying 25 separate artificial intelligence and software tools independently across various state departments introduces immediate risks related to fragmented billing, shadow IT usage, and potential data leakage. If users input sensitive citizen or administrative data directly into unmonitored commercial web interfaces, the state faces significant compliance vulnerabilities under current Indian data protection laws. To mitigate these risks, our proposal introduces an Unified Secure AI Shell architecture. Instead of acting as a passive software re-seller, we will implement and manage these tools through a centralized governance layer:	As per RFP

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
142				With regard to the delivery and installation timeline, the RFP stipulates completion within 1–2 weeks from the date of issuance of the Supply Order. Considering the geographical challenges associated with deliveries across various locations in Himachal Pradesh, particularly remote and snowbound areas, along with the time required for OEM approvals, procurement, licensing formalities, installation, configuration, training, testing, and commissioning of AI software solutions, the prescribed timeline appears insufficient. Therefore, it is requested that the delivery and implementation period be extended to 3–4 weeks, with a provision for granting further extensions upon duly justified requests from the supplier in cases involving logistical constraints or other unavoidable circumstances.	As per RFP
143				Further, the eligibility condition requiring the OEM to have an average annual turnover of Rs. 100 Crores during the last three financial years may be reconsidered. Since the tender includes Artificial Intelligence (AI)-based software and solutions, many competent and innovative OEMs operating in this emerging technology domain may not satisfy such a high turnover criterion despite possessing proven technical capabilities and successful deployments. Restricting participation on this basis may significantly reduce competition and limit access to advanced technologies. Accordingly, it is requested that the OEM turnover requirement be reduced to Rs. 5 Crores or any other reasonable threshold that balances financial capability with broader participation.	Revised Clause: The average annual turnover of the OEM, whose equipment's/ systems/ Items are sought to be supplied should Rs. 75 Crores during last 2 financial years as per audited balance sheets/Annual reports of accounts.
144				Additionally, to ensure effective implementation and long-term operational support, it is recommended that the successful bidder be required to maintain a local office or authorized service center for providing technical assistance, user training, and comprehensive after-sales support throughout the contract period. Documentary evidence of such support infrastructure may be sought along with the bid.	Revised Clause: For Support base - Both OEM and Bidder needs to provide 24*7 escalation matrix. Bidder needs to also submit an undertaking ensuring resolution as per OEM SLA and addressing any kind of queries and on-ground usage challenges and training.

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Requested Clarification / Suggested Changes by the bidder	Clarification/ Revised Specification may be read as
145				Lastly, it is observed that the Bill of Quantities specifies only Single User Licenses. Since Government Departments and Organizations generally require simultaneous access by multiple users, a single-user licensing model may not adequately meet operational requirements. Industry practice for organizational deployments is to adopt Enterprise Licensing Models that support multiple users through centralized administration, enhanced security, scalability, and cost-effective management. Therefore, it is requested that the tender provisions be suitably amended to include Enterprise License categories with multi-user options such as 10-user, 20-user, 50-user, 100-user, or higher capacity licenses, thereby enabling wider participation by reputed OEMs and ensuring that the procuring authority receives a solution aligned with its organizational needs.	Updated Items list is attached as Annexure - A
146	24	Section-3 3.5 Performance Security			Revised Clause: Performnace Security : 3.5.2 After 'award of work order/ supply order', the successful bidder/ Supplier shall furnish a 3% Performance Bank Guarantee of total order value valid for T+3 months (where T refers to the duration of the work order/ supply order) to safeguard the purchaser against timely delivery/installation and maintenance of ordered equipment during the currency of the contract. In case PBG is not submitted initially as per order value, then same would be deducted from the submitted bills on the basis of value of bills. (1) In case of subsequent supply orders then 3% amount of each supply order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order. (2) EMD of successful bidder(s) will only be released after finalization of the Tender and signing of agreement.

Annexure-B**AI TOOLS**

S.No	Item No.	Description of Item	Required Documentation
1.	ITEM NO. 1	Chat GPT Enterprise version (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
2.	ITEM NO. 2	Gemini Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
3.	ITEM NO. 3	Microsoft 365 Copilot Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
4.	ITEM NO. 4	Jasper AI Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
5.	ITEM NO. 5	Grammarly Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
6.	ITEM NO. 6	Paper Pal Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria.

			A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
7.	ITEM NO. 7	Canva Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
8.	ITEM NO. 8	Synthesia Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
9.	ITEM NO. 9	Veed.io Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
10	ITEM NO. 10	ElevenLabs Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
11	ITEM NO. 11	MurfAI Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
12	ITEM NO. 12	GitHub Copilot Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.

13	ITEM NO. 13	Amazon Q Developer Business Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
14	ITEM NO. 14	Microsoft Power BI Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
15	ITEM NO. 15	Tableau Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
16	ITEM NO. 16	Genspark AI Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.
17	ITEM NO. 17	Slides AI Enterprise (per user/ per year)	Authorized MAF along with all required certifications from OEM as mentioned above under eligibility criteria. A brochure/ document mentioning all the features offered under enterprise version shall be submitted from OEM as part of technical compliance.