

भारत सरकार  
Government of India  
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय  
Ministry of Electronics & Information Technology  
इलेक्ट्रॉनिक्स निकेतन, 6, सी जी ओ कॉम्प्लेक्स, नई दिल्ली-110003  
Electronics Niketan, 6, C G O Complex, New Delhi-110003  
Website: www.meity.gov.in

संख्या 3(8)/2019-EG-II  
No.....

दिनांक 05.12.2022  
Date.....

**Letter of Empanelment**

To,  
Sh. Sunil Gupta,  
Yotta Infrastructure Solutions Private Limited,  
5<sup>th</sup> Floor, Scorpio Building,  
Hirandani Gardens, Powai,  
Mumbai-400076, India.

**Sub: Empanelment of Cloud Service offerings of Cloud Service Provider**

This has the reference to your organization application submitted in response to the MeitY's "Application invite", dated 14<sup>th</sup> October 2022 for empanelment of Cloud Service offerings of Cloud Service Providers (CSPs).

2. The information and documents submitted by your organization has been examined and post successful STQC audit, your organization is found to be compliant to the MeitY's empanelment requirement. The empaneled Cloud Service Offerings along with compliant data center of your organization, is enclosed as Annexure-I.

3. In case, any information provided by you is found to be false/incorrect and non-compliant to the empanelment requirements at any stage of the currency of empanelment, your organization shall be de-empaneled.

4. You are requested to communicate in writing the acceptance of the terms and conditions contained with this letter within a period of 15 days of receipt of this letter. The letter of empanelment will stand annulled, in case MeitY does not receive your acceptance. It may be noted that it is mandatory to upload the "Bouquet of Cloud Services" on GeM platform within 15 days, post acceptance of the terms and conditions of this letter.

5. It may be noted, that the STQC audit conducted for the Cloud service offering is valid for duration of three years, however the CSP has to undergo a surveillance audit every year for following two requirements:

- Minimum security and technical requirement specified by MeitY.
- Any additional requirement specified by MeitY /requirement arising out of any additional service proposed to be offered by the CSP.

6. The empanelment shall be for a period of three years from the date of issue of this letter and will expire on 04.12.2025.

**Enclosures:** (8 pages)

*@Chauhan*  
*05/12/22*  
(Uma Chauhan)  
Senior Director



**Compliance matrix for empanelled Cloud Service Offering of Cloud Service Provider.**

**1. Bouquet of Cloud Services**

**i. Basic Cloud Services**

Basic Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
<b>i. Compute Services</b>			
Virtual Machine	YES	YES	YES
<b>ii. Storage Services</b>			
Block Storage	YES	YES	YES
Object Storage	YES	YES	YES
File Storage	YES	YES	YES
Archival Storage	YES	YES	YES
<b>iii. Database Services</b>			
Microsoft SQL as a Service – Standard Edition	YES	YES	YES
Microsoft SQL as a Service – Enterprise Edition	YES	YES	YES
Microsoft SQL as a Service – Web Edition	YES	YES	YES
<b>iv. Network Services</b>			
Virtual Network	YES	YES	YES
Application Load Balancer (Virtual/Physical)	YES	YES	YES
Network Load Balancer (Virtual/Physical)	YES	YES	YES
VPN Gateway – Site to Site Connection	YES	YES	YES
VPN Gateway – Point to Site Connection	YES	YES	YES
Firewall	YES	YES	YES
Public IP	YES	YES	YES
Web Application Firewall	YES	YES	YES
<b>v. Security Services</b>			
Identity and Access Management	YES	YES	YES
Active Directory Services	YES	YES	YES
<b>vi. Support Services</b>			
Basic Support Services	YES	YES	YES
Enterprise Support Services	YES	YES	YES

(Contd...)

## ii. Advanced Cloud Services

Advanced Cloud Service Offering	Public Cloud	Virtual Private Cloud	Government Community Cloud
<b>i. Compute Services</b>			
Containers	NO	NO	NO
<b>ii. Database Services</b>			
Microsoft SQL as a Service	YES	YES	YES
PostgreSQL as Service	YES	YES	YES
Oracle as a Service	YES	YES	YES
MariaDB as a Service	YES	YES	YES
<b>iii. Network Services</b>			
Content Delivery Network	NO	NO	NO
MPLS Connectivity (Port Charges)	NO	NO	NO
<b>iv. Security Services</b>			
Hardware Security Module	YES	YES	YES
Distributed Denial of Services	YES	YES	YES
TLS/SSL Certificate Management	YES	YES	YES
Dual/Multifactor Authentication	YES	YES	YES
<b>v. Monitoring Services</b>			
Log Analysis	YES	YES	YES
Operational Metric Collection	YES	YES	YES
Alarm Service	YES	YES	YES
Notification Service	YES	YES	YES
<b>vi. Analytics Services</b>			
Streaming Service	NO	NO	NO
Massive Data Processing Service	NO	NO	NO
Data Warehousing Service	NO	NO	NO
<b>vii. Office Productivity Suit</b>			
Office Productivity Suit	YES	YES	YES
<b>viii. Managed Services</b>			
Disaster Recovery as a Service (DRaaS)	YES	YES	YES
Backup as Service	YES	YES	YES

## 2. List of Datacenter offering empanelled Cloud Service:

Location of the Data Center Facility	1. Mumbai – 410206, India 2. Guntur, Andhra Pradesh- 522503, India
Government Community Cloud (GCC) Complied Datacenters	Yes

## 3. Mandatory certifications for empanelment

Certification	Remark
ISO 27001	Complied
ISO 20000:1	Complied
ISO 27017	Complied
ISO 27018	Complied
TIA-942/ UPTIME (Tier III or higher)	Complied

4. Whether STQC Audited                      Yes

## **General Terms and Conditions**

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### **1. Representations and Warranty**

Cloud Service Provider represents and warrants that it is in compliance with, and shall continue to comply 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.

### **2. Right to Terminate**

MeitY reserves the right to terminate the empanelment by giving a notice of one month if the performance of the cloud service provider is not found satisfactory. The Cloud Service Provider shall be given a period of thirty days to cure the breach or fulfil the empanelment obligations. Failing which MeitY shall notify the Cloud Service Provider in writing of the exercise of its right to terminate the empanelment, indicating the contractual obligation(s) in the Letter of Award of Empanelment for which the cloud service provider is in default.

### **3. Termination for Default**

- a. In the event that MeitY believes that the Cloud Service Provider is in material breach of its obligations under the Empanelment Terms, MeitY 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 Cloud Service Provider. 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. Cloud Service Provider becomes insolvent, bankrupt, resolution is passed for the winding up of the service provider's organization
  - ii. Information provided to MeitY is found to be incorrect;
  - iii. Empanelment conditions are not met as per the requirements of the Letter of Award of Empanelment
  - iv. Misleading claims about the empanelment status are made.
  - v. If the Cloud Service Provider fails to perform any other obligation(s) under the empanelment terms.

- b. In the event the MeitY terminates the empanelment in whole or in part, the Government Department(s) (that have signed the MSA with the Cloud Service Provider) may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Cloud Service Provider shall be liable to the Government Department(s) for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the Cloud Service Provider shall continue to work with the Government Department to the extent not terminated. On termination, the exit management and transition provisions as per the Master Services Agreement will come into effect.

#### **4. Confidentiality**

- a. The Cloud Service Provider will be exposed, by virtue of the agreed activities as per the Letter of Award of Empanelment, to internal official business information of Government Departments. 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 Cloud Service Provider must safeguard the confidentiality of the Government Department's business information, applications and data. For this, Cloud Service Provider is required to sign Non-disclosure agreement with concerned Government Department (for the respective project).
- b. Disclosure of any part of the afore mentioned 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 MeitY may apart from blacklisting the Cloud Service Provider, initiate legal action against the Cloud Service Provider for breach of trust. The Cloud Service Provider shall also not make any news release, public announcements or any other reference on Letter of Award of Empanelment or empanelment agreement without obtaining prior written consent from the MeitY.
- c. Cloud Service Provider shall use reasonable care to protect classified information from unauthorised disclosure and use.

#### **5. Arbitration**

If, due to unforeseen reasons, problems arise during the progress of the empanelment leading to disagreement between the Government Department and the Cloud Service Provider, both the Government Department and the Cloud Service Provider shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on

the position of the case, either the Government Department or the Cloud Service Provider, as the case may be, 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 place of the arbitration will be NCT of Delhi (or a city as determined by the Government Department in its MSA).

## **6. Indemnification**

There shall be no infringement of any patent or intellectual & industrial property rights by the Cloud Service Provider as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the deliverables or any part thereof, supplied under the Empanelled Terms. Cloud Service Provider shall indemnify the concerned Government Department 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.

## **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, be subject to the exclusive jurisdiction of the competent courts of NCT of Delhi, India.

## **8. Limitation of Liability**

- a. The liability of Cloud Service Provider (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 which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this clause shall not be applicable to the indemnification obligations.

## **9. Relationship**

- a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Government Department and the Cloud Service Provider. No partnership shall be constituted between the Government Department and the Cloud Service Provider 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 Cloud Service Provider 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.

## **10.Fraud and Corruption**

- a. The Cloud Service Provider engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:
- b. MeitY will de-empanel the Cloud Service Provider if they have been found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- c. These terms are defined as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any Government Department during the tenure of empanelment.
  - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, which includes collusive practice among Cloud Service Providers (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive Government Department the benefits of free and open competition.
  - iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
  - v. "Collusive practices" means a scheme or arrangement between two or more Cloud Service Providers with or without the knowledge of the Government Department, designed to establish prices at artificial, non-competitive levels.
- d. MeitY will de-empanel the Cloud Service Provider, if it determines that the Cloud Service Provider whose cloud service offerings are empanelled 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.



## **11.Change of Control**

- a. A Change of Control is deemed to be occurred whereby the Cloud Service Provider has merged, amalgamated or been taken over, due to which the majority shareholding of the Cloud Service Provider has been transferred to another entity.
- b. In the event of a change of control of the Cloud Service Provider during the Term of Empanelment, the Cloud Service Provider shall promptly notify MeitY and concerned Government Department of the same.
- c. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Cloud Service Provider shall not be deemed an event of a change of control for purposes of this clause.
- d. MeitY will have the right to assess the credentials of the entity to which the majority shareholding of the Cloud Service Provider has been transferred to and may exercise its right to terminate the award of empanelment in case MeitY finds the credentials non-compliant to the Empanelment criteria.
- e. Pursuant to termination, the effects of termination as set out in Clause 3 of this Award of Empanelment shall follow.