

भारत सरकार  
GOVERNMENT OF INDIA  
संचार और सूचना प्रौद्योगिकी मंत्रालय  
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY  
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग  
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY  
Website: www.deity.gov.in

संख्या  
No.....3(66)/2015-EG-II

दिनांक  
19th Sept 2016

**Letter of Award of Provisional Empanelment**

To,

Sh. Sanjay Tripathi,  
Cyfuture, Vice President, SDF Block, G 13 & 14  
Noida, Special Economic Zone, Phase-II  
Noida-201305

**Sub: Award of Provisional Empanelment of Cloud Service Offerings of Cloud Service Providers**

Ref: This office RFP No. 3(66)/2015-EG-II dated 30<sup>th</sup> Dec. 2015 on the above cited subject.

Please refer your proposal and subsequent clarifications submitted in response to the Request for Proposal (RFP) for Provisional Empanelment of Cloud Service Offerings of Cloud Service Providers (CSPs).

2. Having examined your proposal, documents submitted, clarifications provided, submission of undertaking on legal compliance and acceptance of the terms and conditions of the RFP, the cloud service offerings of your firm, as per Annexure-I, are provisionally empanelled by Ministry of Electronics and Information Technology (MeitY).

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

3. You are requested to communicate in writing accepting the Terms & Conditions as stipulated in Annexure II to this letter of award. The Letter of Award of Provisional Empanelment will stand annulled, in case MeitY does not receive your acceptance within a period of 15 days of receipt of this letter.

4. It may also be noted that the provisional empanelment shall be for a period of two years from the date of issue of this letter.

  
(Trilok Chandra)  
Director

**Enclosures : ( 7 Pages)**

1. Annexure I: Cloud Service offerings, Data Centre facility and NOC
2. Annexure II: General Terms and Conditions
3. Annexure III: Undertaking on Legal Compliance

**Cloud Service Offerings, Data Centre Facility and NOC**

<b>Cloud Service Offering</b>	<b>Public Cloud</b>	<b>Virtual Private Cloud</b>	<b>Government Community Cloud</b>
<b>IaaS</b>	Yes	Yes	Yes
<b>PaaS</b>	Yes	Yes	Yes
<b>Disaster Recovery as a Service (DRaaS)</b>	Yes	Yes	Yes
<b>Dev / Test Environment as a Service (DevOps)</b>	Yes	Yes	Yes
<b>Virtual Desktops as a Service</b>	Yes	Yes	Yes
<b>Managed Services: Backup Services</b>	Yes	Yes	Yes
<b>Managed Services: Disaster Recovery &amp; Business Continuity Services</b>	Yes	Yes	Yes

The provisionally empannelled cloud service offerings must be delivered only from the following Data Center Facility (or Facilities):

<b>Details of the Data Center Facility and corresponding NOC</b>	
Location of the Data Center Facility	Noida, UP
Location of the NOC Facility	Noida, UP
Tier Level and certifications, if any (Conformance to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party)	Yes
Certified for the latest version of ISO 27001 (year 2013)	Yes
NOC offered for the Data Center and the managed services quality should be certified for ISO 20000:1	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 Provisional Empanelment.

### 2. Right to Terminate

DeitY 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 DeitY 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 Provisional Empanelment for which the cloud service provider is in default.

### 3. Termination for Default

- a. In the event that DeitY believes that the Cloud Service Provider is in material breach of its obligations under the Empanelment Terms, DeitY 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 DeitY is found to be incorrect;
  - iii. Empanelment conditions are not met as per the requirements of the Letter of Award of Provisional 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 DeitY 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



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. DeitY 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:

## Annexure 6

### Undertaking on Absence of Conflict of Interest

[01.03.2016]

To,  
Mr. Kshitij Kushagra  
Scientist D/Joint Director  
Department of Electronics and Information Technology  
Electronics Niketan , 6, CGO Complex  
New Delhi-110 003  
Tel: +91-11- 124301423

Dear Sir,

Ref: Undertaking on Absence of Conflict of Interest

We as Bidder do hereby undertake that there is absence of, actual or potential conflict of interest on the part of our organization or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with DeitY. 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 to comply with the requirements as given in the RFP.

We undertake and agree to indemnify and hold DeitY 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 DeitY and/or its representatives, if any such conflict arises later.

Yours faithfully,  
  
Authorised Signatory



Designation: Vice President

**Cyfuture India Pvt. Ltd.**

(Formerly known as Cyber Futuristics India Pvt. Ltd.)

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