



**Request For Proposal
of Cloud Based Disaster Recovery solution
and Communication Solution**



For

THE NILAMBUR CO-OPERATIVE URBAN BANK LTD

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1.0 Overview and Objective:

The bank, as part of its endeavor to adopt the best IT practices prevalent in the banking industry, has decided to setup up a disaster recovery site. Furthermore, the banks is also of the view that, setting up of a DR site using cloud based solution would be profitable to the bank in the long run.

2.0 Invitation to Bidders & Information

Bank invites bids from reputed firms (hereinafter referred to as “Bidder” till the award of Contract and thereafter on award of contract, referred to as “Vendor/Contractor/Supplier/Successful Bidder”) for “Supply, Installation, Commissioning, and Maintenance of Computer Hardware and accessories The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Bid Inviting Authority, important dates etc.

Important Dates & Time of the Tender shall be as below –

Event	Date	Time
Publication of tender in website/News Paper Advt.	30-07-2018	
Submission of tender	17-08-2018	05:00 PM
Opening of Technical Bids	The technical bid of each bidder will be opened on separate days. Each bidder will be informed in advance about the date of opening of their bid. The technical bid will be opened in the presence of the bidder.	
Opening of Commercial Bids	Will be intimated later subject to the satisfactory approval of the technical bid	
PoC	After successfully concluding the opening of technical and commercial bid the lowest bidder (L1) shall be given a chance to present a POC of their cloud solution. In the event of a non-satisfactory POC, the next lowest bidder (L2) will be given a chance to present their POC. The bank reserves the right to identify the right bidder only after it has received a satisfactory review of the POC from the bank’s IT Team	

3.0 Pre-Qualification Eligibility Criteria

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution. Only those interested bidders who satisfy the following eligibility criteria should respond to this RFP:

S.No	Clause	Documentary proof
1	The bidder should be a company registered under the Indian Companies Act 1956, including private limited company since last 3years.	1. Memorandum and Articles of Associations. 2. Certificate of incorporation/ Company registration certificate. 3. VAT registration certificate. 4. Service tax registration Certificate. 5. PAN
2	Bidder or sub-contractor should be an established two cloud based DR solution to 2 Co – operative banks in India	Work orders confirming
8	The Bidder should have direct authorization from the Original Equipment Manufacturers (OEM) for selling and supporting the components offered under this project.	Manufacturer's Authorization Certificate for products Offered and Confirmation that the products quoted are not end-of-life products
9	Authorization letter	The company representative should bring a letter of authority authorizing him to participate in the tender on behalf of the company duly signed by the authorized signatory.

Note: Bank reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder. **(In the absence of the above documents, the bid is likely to be rejected.)**

Existing Infrastructure

<i>SL.No</i>	<i>Item</i>	<i>Specification</i>
DB Server Details		
1	CPU	12 CPU
2	RAM	50GB
3	Storage Space	2972GB
4	OS Platform	Red hat Linux Enterprise 6.2 (64-Bit)
5	Application	Oracle 11G Standard Edition
6	Backup dump size	170GB
Application Server Details x 2		
1	CPU	6 CPU
2	RAM	12 GB
3	Storage Space	150 GB
4	OS Platform	Red hat Linux Enterprise 6.2 (64-Bit)
5	Application	JBoss 4.0.3

Vends need to come and verify the existing infrastructure details of the bank

4.0 Scope of Work:

The scope of work of the Bidder with respect to the hardware is given below:-

4.1 Scope of Supply

- i) cloud based solution bidder should size the infrastructure on cloud with 50 % of the users load for the core banking application
- ii) The Bidder must not bid/supply any equipment that is likely to be declared end of support within the 1 warranty period. The vendor would be required to replace all such equipment with latest and at least of equivalent configuration in such case.
- iii) Supply of all the installation materials/accessories necessary for the successful installation of the solution
- iv) Bidder should provide required software on service model
- v) Bidder will be extending the connectivity solution

4.2 Warranty & Maintenance

- i) The warranty for all the Hardware shall remain valid for a period of three years from the date of Acceptance.
- ii) During the Warranty / Support period, vendor warrants that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in materials unless provided otherwise in the Contract.

4.3 Deliverables

- i) Cloud based solution
- ii) Installation Report duly accepted
- iii) Training for Bank Cloud Service
- iv) BCP documentation of the Bank

4.4 Cloud Sizing

Bidder should study the existing infrastructure of the bank & size the Cloud solution with 50 % of the users of the core banking work on DR including all branches.

4.5 Security Requirement

Cloud service provider shall ensure that banks security policy is implemented in the Cloud firewalls to protect the banks component. Banks security auditor may also suggested to implement additional security policy & same also need to be implemented with free of cost.

4.6 DR Drill

Bidder should conduct one DR drill for the proposed solution including switch over & switch back operation & same should be working for a minimum of one day from the DR center.

4.7 Training

Bidder should conduct one onsite training for the full-fledged use of the DR solution including BCP requirement of the bank. The training should include DR drill, switch over & switch back option including RPO / RTO monitoring.

5.0 Instruction to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the RFP with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid.

5.1 Submission of Bids

- i) The Bids will be submitted in 2 parts in 3 separate sealed envelopes.

Envelope 1: This should be superscripted as “**Technical Bid with Pre-Qualification/Eligibility Criteria**”. The technical bid and pre-qualification eligibility criteria should be presented in **two** separate envelopes. The envelope containing technical bid should be superscripted as **Technical Bid** and all the technical details should be inserted in this cover. In the technical proposal, there should not be any indication about the prices.

The pre-qualification eligibility criteria should be inserted in another envelope which should be superscripted as “**Pre-Qualification/Eligibility Criteria**”, the eligibility criteria should be spelt out and should also be accompanied with documentary proof. Both these envelopes should then be presented in **envelope1**.

Envelope 2: Commercial Bid containing Price details superscripted as “**Commercial Bid**”.

ii) The above 2 sealed envelopes should be put inside a 3rd envelope and marked as:

“**Response to Request for Proposal (RFP) _____**’ (title as appearing in newspaper adv.) and the name and address of the Bidder.

iii) All the 3 envelopes shall be addressed to Bank at the following address:

5.2 Bid Processing:

5.2.1 Cost of Bidding

The bidder shall not bear any cost of Bid application

5.2.2 Bank has Right to Terminate Process

Bank may terminate the RFP process at any time without assigning any reason.

5.3 Preparation of Bid:

Bids must be precise, concise and complete in every manner. All information not directly relevant to this RFP should be omitted. Bank will evaluate bidder’s proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this RFP.

5.4 Documents Comprising the Bid:

The Bidder shall submit only one option, which is in accordance with the requirements of the RFP. The bid prepared by the Bidder shall comprise of the following components:

5.4.1 Pre-Qualification Eligibility Criteria

As detailed in Section 3 of this RFP document

5.5 Period of Validity of Bids

The bid shall remain valid for 60 days from the date of bid opening. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition.

5.6 Non-Conforming Bids

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids non-conforming.

5.7 Amendment in Bidding Document

- i) At any time prior to the deadline (or as extended by Bank) for submission of bids, Bank may, for any reason, whether at its own initiative or in response to the clarifications requested by bidders may modify the bid document by amendment notified in writing or by fax or email to all bidders and such amendment shall be binding on them.
- ii) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Bank, at its discretion, may extend the deadline for the submission of bids.

5.8 Language of Bid

The Bid prepared by the Bidder, Supporting documents and printed literature furnished by the bidders as well as all correspondence and documents relating to the Bid exchanged between the Bidder and Bank shall be in English or in case in another language they should be accompanied by an accurate translation in English language. The correspondence by Fax/e-mail must be subsequently confirmed by a duly signed formal copy

5.9 Bid Prices

- i) The bidder shall quote a fixed price for the entire project on a single responsibility basis.
- ii) Bank reserves the right to procure the components/services listed in this RFP in whole or in part.
- iii) No adjustment of the contract price shall be made on account of any variations in costs of labour, traveling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- iv) The Contract price shall be the only payment, payable by BANK to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract.
- v) The price would be inclusive of all Levies & Taxes i.e., Sales Tax & Excise packing forwarding, freight and insurance etc with installation and commissioning.
- vi) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the contract, if awarded. A Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive.
- vii) Octroi, if any is payable actual against receipt.

5.10 Opening and Evaluation of Bid

5.10.1 Opening and Evaluation of Pre-Qualification Bids

- i) Bank will open envelope containing the Pre-Qualification Bid in the presence of Bidder's representatives who choose to attend at Bank, Head office. The Bidder's representatives, who are present, shall sign a register evidencing their attendance.
- ii) The bidder's names, bid modifications or withdrawals, discounts and the presence or absence of requisite bid security and such other details as the Bank officer at his/her discretion may consider appropriate shall be announced at the time of bid opening.
- iii) The Evaluation Committee would evaluate the Pre-qualification criteria of the bidders. Successful bidders will be informed subsequently.
- iv) Technical Bid will be opened for those bidders whose bids shall meet all the pre qualification criteria. The place, date and time of opening of the Technical bids shall be notified separately through writing, mail or fax.
- iv) Commercial Bid will be opened for those bidders whose bids shall meet all the technical bid.

5.10.2 Clarification / Confirmation of Compliance of Bids:

- i) To assist in the examination, evaluation and comparison of bids BANK, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

5.10.3 Evaluations and Comparison of Substantially Responsive Technical bid

- i) Bank shall evaluate in detail the Technical Bids and determine whether the bid complies with all the Requirements and shall be treated at par for the purpose of financial comparison. Only technically successful bids will be considered for Commercial Bid opening.
- ii) The bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), and value addition provided and impact of value addition (considered as positive impact) for all the components as specified

5.10.4 Opening of Commercial Bid:

- i) After evaluating the Technical Bids, Bank shall notify the bidders who's Technical Bids were considered acceptable to Bank, indicating the date, time and place for opening of the Commercial Bids.
- ii) Notwithstanding anything contained in the bid, Bank may, at its discretion, include AMC/ Support charges also in the Total Cost of the Bid for total period of 3 years including Warranty/Support
- iii) Bank reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value.

5.10.5 Rejection of Bids:

Notwithstanding anything else contained to contrary in this Tender document, Bank reserves the right to accept or reject any Bid or to annul the bidding process fully or partially and to reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected.

5.11 Award of Contract

5.11.1 Post Evaluation and Contract Award Criteria

- i) The L1 bidder will be awarded the contract provided the technical committee is sufficiently convinced of the technical evaluation based on the NPV calculated for the 3 years of contract period at the rate of 12%.
- ii) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; Bank will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

5.11.2 Notification of Award

- i) The acceptance of the tender will be intimated to the successful bidder by Bank through E-mail/ Fax / by Post prior to expiry of the period of the bid validity.

5.11.3 Annulment of Contract:

- i) Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD (if applicable) in which event Bank makes the award to the next lowest bidder at the cost of L1 or call for new bids.

6.0 General Terms and Conditions of the Contract

6.1 Compliance

- i) The unconditional acceptance of all the terms & conditions of the Tender Notification has to be submitted through a letter.
- ii) The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document.
- iii) The compliance to the terms & conditions should be supported by authenticated documentation wherever required.

6.2 Patent Rights

The Bidder shall indemnify the tenderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment or any part thereof.

6.3 Taxes and Duties

- i) All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on for basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates..

6.4 Insurance

Vendor shall acquire and maintain insurance coverage till acceptance from any losses, damages including but not limited to the damages during transit or claims. The insurance should cover full replacement of the equipment. The cost of all such insurance shall be borne by the Vendor. Bank has the right to inspect such policies.

6.5 Packing

- i) The vendor shall provide packing of systems in such a manner as to prevent their damage or deterioration during transit to the Cloud providers hosting site for Collocated solution.
- ii) There shall be a packing list, in each case, fully itemized to show case number, contents, gross and net weight and cubic measurement

6.6 Hardware Installation

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

6.7 Warranty

The bid proposal shall be inclusive of a comprehensive onsite “Replacement Warranty” for at least three years for all the items applicable from the date of Acceptance. The supplier shall maintain systems and peripherals supplied and installed under this RFP in accordance with the provisions laid down in the clauses below during the warranty period.

6.8 Testing and Inspection

6.8.1 Post receipt / pre-installation testing

i) This testing / inspection shall be performed at the Delivery site at the time of delivery of the equipment against any physical damage on delivery and also the goods delivered are as per order. The Officer in charge shall also receive the goods after inspection.

6.8.2 Post installation Acceptance testing / Inspection

This testing / inspection shall be performed after the completion of installation at cloud center or other offices. The Officer in charge designated by Bank shall verify and give his acceptance.

6.8.3 Replacement

The Contractor/Vendor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor/Vendor shall be made free of all charges at the same branch location. Should he fail to do so within this time, the buyer reserves the discretion to reject and replace at the cost of the vendor

6.8.4 Maintenance

i) Free maintenance services shall be provided by the Supplier during the period cloud contract period for the hardware and software.
ii) The Bidder should specify the resolution time for resolving the Hardware issues and may keep suitable resource at central locations taking into account the branch spread, for early resolution.

6.8.5 Force Majeure

For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the vendor or Bank as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-

- a. War / hostilities
- b. Riot or civil commotion
- c. Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- d. Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the vendor, which prevent or delay the execution of the order by the vendor.

6.9 Termination:

- i) Termination for Default: If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by bank, without any valid reasons acceptable to BANK. BANK may terminate the contract after giving one month notice, and the decision of BANK on the matter shall be final and binding on the bidder. Upon termination of the contract, BANK shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.
- ii) Termination for Insolvency: BANK can terminate the contract, if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. BANK, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. BANK will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with BANK.

6.10 Resolution of Disputes and Arbitration

- i) BANK and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If, after thirty (30) days from the commencement of such informal negotiations, BANK and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
- iii) In case of any dispute, the Arbitrator's decision shall be final in all aspects.

6.11 Confidentiality

Any information pertaining to BANK or any other agency involved in the project, matters concerning BANK that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the vendor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

6.12 Limitations of Liability

The liability of the BANK for its obligations under the Contract shall in no case exceed the total value of the Contract.

6.13 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BANK may award the Contract to the next best value Bidder or call for new Bids.

6.14 Set off:

Any sum of money due and payable to the Vendor (including security deposit refundable to him) under this contract may be appropriated by the BANK to set off the same against any claim of BANK for payment of a sum of money arising out of this contract made by the Vendor with BANK

7.0 Special Conditions of the Contract

7.1 Project Schedule

Delivery of items should be as per schedule below from the Date of Purchase Order:

S.NO	PARTICULARS	TIME SCHEDULE
1.	Signing of Agreement with the Successful Bidder	Within 7 Days
2.	Delivery, installation, commissioning of DR Cloud service	Within eight weeks from the date of Order.

7.2 Payment Schedule:

S.No	DETAILS	AMOUNT
1.	Delivery of Hardware location and acknowledgement for having delivered if any	50% of one time
2.	Installation, Testing and Commissioning duly accepted by Bank for the hardware	50% of one time
3.	Yearly Recurring cost on go live on every year	100%

7.3 Service Level Agreement: Warranty and Maintenance

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to define the levels of service which shall be provided by the short listed vendor to bank during the Warranty period and during AMC, if the Bank decides so, after expiry of Warranty.

Vendor should provide an SLA for 95 % availability at every year for the DR Service & failing which penalty of 0.5 % of the yearly payment amount for service.

ANNEXURE 1 – PRICE SCHEDULE

SL No	Description	Qty	Amount in INR
1	One time implementation cost including hardware , service and BCP Documentation	1	
2	Yearly recurring charges for the cloud service for Core banking servers	1	

ANNEXURE 2- TECHNICAL SPECIFICATIONS

DR Solution

- Proposed system should facilitate smooth switchover as single process DR switchover steps
- System should report the Switchover progress and errors if any
- Failback should be supported
- It shall be possible to test DR
- 4 Hours RPO requirement of the bank need to be implemented
- It shall be possible to do Drill/Test without shutting down/without-stopping services in primary data center wherever feasible.
- Replication data from source to destination must be transferred as encrypted data
- Data transfer from DR to Source also should be encrypted data transfer
- Access to portal should be on SSL enabled (https)
- It shall be possible to notify through SMS and/or Email about the status of the Service Availability of customer DC environment and DR environment.
- It shall also notify the DR status and BCP readiness both in normal condition and whenever there is failure/abnormality in the DC/DR environment
- This system should be Central Crisis Communication system for the Portal should be single place to see the Business Continuity related information for us.
- Portal Should have real-time Dashboard to show the real-time status of the Services / Servers availability
- Portal should show real-time status about DR related metrics minimum of RPO, RTO
- Portal also should have facility to open/track the support issues raised by customer/users.
- Proposed system should have repository with Role based access to upload/view /delete BCP/DR related documents and procedures.
- System shall record the comments during DR operations for audit purposes