

REQUEST FOR PROPOSAL

for

Hiring of Cloud Hosting and Management Services for Hosting the applications of the Institute

(No:- RFP-3-2017/18)



INDIAN INSTITUTE OF BANKING & FINANCE

**Corporate Office
Kohinoor City, Commercial II, Tower I,
2nd Floor, Kirod Road, Kurla - West
Mumbai – 400 070**

INDIAN INSTITUTE OF BANKING & FINANCE

**Corporate Office
Kohinoor City, Commercial II, Tower I,
2nd Floor, Kirol Road,
Kurla - West
Mumbai – 400 070**

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(IIBF reserves the right to cancel this request for RFP and / or invite afresh one with or without amendments to this RFP, without any liability or any obligation for such RFP and without assigning any reason. Information provided at this stage is indicative and IIBF reserves the right to amend / add further details in the RFP document.)

**TO BE SUBMITTED ON OR BEFORE
3rd September 2018 by 2 PM**

ADDRESSED TO:

**Chief Executive Officer
Corporate Office
Indian Institute of Banking & finance
Kohinoor City, Commercial II, Tower I,
2nd Floor, Kirol Road,
Kurla – (West)
Mumbai – 400 070**

RFP FOR HIRING OF CLOUD HOSTING AND MANAGEMENT SERVICES FOR HOSTING THE APPLICATIONS OF THE INSTITUTE

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1 About IIBF

Established in 1928 as a Company, Indian Institute of Banking & Finance (IIBF), formerly known as “The Indian Institute of Bankers (IIB)”, is a professional body of banks, financial institutions and their employees in India with a Mission to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, examination, consultancy/counselling and continuing professional development programs. During its 90 years of service, IIBF has emerged as a premier institute in banking and finance education for those employed as well as seeking employment in the sector. Since inception, the Institute has awarded several banking and finance qualifications, viz., JAIIB, CAIIB, Diplomas and Certificates in specialized areas and helped the practitioners of banking and finance to sustain their professionalism through continuing professional development programs.

IIBF is a ‘Distance Learning’ Institute. The candidates who appear for examinations get adequate educational/knowledge inputs through various educational services offered by the Institute. The pedagogy of Distance Learning offered by the Institute is (i) publishing specific courseware for each paper/examination; (ii) publishing work books; (iii) tutorials through accredited institutions; (iv) contact classes; (v) virtual classes; (vi) e-learning through portal; (vii) campus training for selected courses, etc.

As a professional body, IIBF ensures that it’s members are given updated information about the profession they practice. Towards this end, the Institute offers a daily e-news letter called “Fin @ Quest”, a monthly bulletin – “IIBF-Vision”, a quarterly journal – “Bank Quest” and Research

Studies and publish Research Reports; Management Development courses in collaboration with leading Management Institutions, besides organizing Seminars, Conferences, Lecturers, short duration programs, etc., as part of Continuing Professional Development.

The Institute’s Governing Council consists of eminent persons from the banking and finance sector, academicians and professionals.

IIBF is an ISO 9001-2015 certified organization having its Leadership Center at Corporate Office and MSS Department at Western Zone in Mumbai and three Professional Development Centers one each at Delhi, Chennai and Kolkata.

2 Major Activities of the Institute

Membership: IIBF has got over 7.77 lakh individual members. There are 766 Institutional members (Banks and Financial Institutions).

Courses Offered: The Institute currently offers the following courses such as JAIIB,CAIIB, Diploma in Banking and Finance , Diplomas like Diploma in Treasury, Investment and Risk Management, Diploma in Banking Technology, Diploma in International Banking and Finance, Advance Diploma in Wealth Management etc.

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Certificate Courses in Anti- Money Laundering and Know Your Customer, Trade Finance, Information System Banker, Credit Card for bankers, IT Security, Cyber Crimes & Fraud Management, FEMA, Rural Banking etc

Blended Courses in Credit Management, Treasury, Compliance, HRM etc. (for details visit-www.iibf.org.in)

All these examinations are backed by specially developed courseware. The Institute has published this courseware and they are available with the publishers viz. M/s Macmillan India Ltd. M/s Taxman Publications Pvt. Ltd and also with leading books shops.

Web Portal: Institute provides educational support through its portal for the various courses of the examinations through e-learning, virtual classes and video lectures. It offers web based professional skill-set development courses in select areas.

3 Introduction of the Assignment

Indian Institute of Banking & Finance seeks the services from reputed, competent and professional companies, who meet the Pre-Qualification Criteria as specified in this RFP document for "Hiring of Cloud hosting and Management Services for hosting the Applications of the Institute". This document provides information to enable the bidders to understand the broad requirements to submit their bids.

4 Brief Scope of Work

4.1 Scope of Work

Through this Request for Proposal (RFP), Institute invites proposal for the selection of appropriate agency/firm for the work of "Hiring of **Virtual Private CLOUD (VPC)** Hosting and Management services for hosting the Applications of the Institute".

IIBF wishes to engage a Cloud & Managed Service Provider to provide **Virtual Private Cloud** based services for a period of 5 years' post Go-Live for this project. This project is extendable for a further period of one (1) year on mutual consent for maximum two (2) times on similar terms & conditions.

Sr.No.	Particulars	Descriptions
1	Managed Cloud Service for Application/Database Server, DR Site, Backup solution	Design, configuration, installation and setup of Application/Database Servers, Disaster Recovery and backup solutions at Cloud.
		Maintenance & Support of Cloud solution.

4.2 General Requirements

1. Service Provider should ensure that the data should be residing within India. Data should only be accessed by entities authorized by IIBF.
2. IIBF shall retain ownership of any user created/loaded data and applications hosted on Service Provider's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.
3. IIBF retains ownership of all virtual machines, templates, clones, and scripts/applications created for the IIBF's application. IIBF retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time.
4. Service Provider should be accessible via internet and MPLS links
5. Service Provider should offer support 24 hours a day, 7 days a week, 365 days per year via its Network Operation Centre for monitoring and management of proposed IT infrastructure / Cloud services.
6. Service Provider should manage provisioned infrastructure as per the ITIL standards
7. Service Provider's shall provide interoperability support with regards to available APIs, data portability etc., in case of Change of cloud service provider, migration back to in-house infrastructure.
8. Service Provider should offer monitoring tools that should monitor resources such as compute and other resources to gain system-wide visibility into resource utilization and operational health. IIBF should get the appropriate visibility for the monitored information via a web dashboard.
9. It is expected that compute, storage, and bandwidth requirements may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract in line with the transaction load to meet the SLA requirements. The application must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures without downtime.
10. The Service Provider will be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP.
11. It is expected that the Service Provider, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs.

4.3 Specifications of Hardware requirement (Bill of Material)

Hardware Requirement								
Data Centre								
Sr. No	Server Name	CPU	Core	RAM	Int HDD	Storage HDD*	Server Qty	OS
1	App & Web Server (Java, Struts, Tomcat - Latest Stable Version)	1	8	48	2x600GB	Nil	1	Cent OS
2	Database Server (PostgreSQL – Latest Stable Version)	1	8	72	2x600GB	4x300GB	2	Cent OS
Disaster Recovery Site								
Sr. No	Server Name	CPU	Core	RAM	Int HDD	Storage HDD	Server Qty	
1	App & Web Server (Java, Struts, Tomcat - Latest Stable Version)	1	6	48	2x600GB	Nil	1	Cent OS
2	Database Server (PostgreSQL – Latest Stable Version)	1	6	72	2x600GB	4x300GB	1	Cent OS
UAT and Development								
Sr. No	Server Name	CPU	Core	RAM	Int HDD	Storage HDD	Server Qty	
1	App, Web & DB Server (Java, Struts, Tomcat – PostgreSQL – Latest Stable Version)	1	4	48	2x600GB	4x300GB	1	Cent OS
Support Systems								
Sr. No	Server Name	CPU	Core	RAM	Int HDD	Storage HDD	Server Qty	
1	NTP & syslog server	1	4	8	2x200GB	4x200GB	1	Cent OS
2	E-Certificate application server	1	8	48	2x600GB	4x300GB	1	Cent OS
3	Interface server	1	4	8	2x600GB	4x300GB	1	Cent OS

*only for reference

5 Bidding Process

Eligible bidders are invited to submit the bids in separate sealed envelopes for Technical and Commercial bids. The complete details of technical and price bids are given in clause 10 of the RFP.

6 Schedule of activities of Bidding

The schedule of activities of bidding process is as under:

Sr. No	Description	Date
1	Releasing of Request for Proposal (RFP)	7 th August 2018
2	Submission of written requests for any clarifications from prospective bidders	14 th August 2018
3	Pre-bid meeting for clarifications on written queries received as per format given in RFP within stipulated timeline.	24 th August 2018
4	Last Date of submission of bids up to 2 PM	3 rd September 2018
5	Opening of technical bids in the presence of Bidders at 3 PM	3 rd September 2018
6	Technical Presentations from the bidders as part of technical evaluation	7 th September 2018

The above dates are tentative and IIBF reserves the right to change the schedule of activities, including the associated dates

7 Clarification

Request for clarification should be mailed by an official authorized by the vendor to anishrivastava@iibf.org.in, dspandit@iibf.org.in only in the format given below:

Sr. No.	Document Reference	Page No.	Clause No.	Description in RFP	Clarification Sought	Additional Remark (if any)

8 Minimum Eligibility Criteria

Sr.no.	Basic Requirement	Eligibility Criteria	Document to be submitted
1	Legal Entity	The Bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932	Copy of Certificate of Incorporation/ Registration/Partnership deed
2	Turnover	The Bidder should have minimum average annual turnover of Rs.50 crore from Data Centre business in India for the last three financial years (FY 15-16, FY 16-17, FY 17-18)	Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover from Data Centre business or Annual Report stating Turnover from Data Centre business. In case Audited BL of FY 17-18 not available, CA Certificate is accepted.
3	Capability	The Bidder should have successfully implemented/commissioned at least 2 (two) project of DC/DR with Cloud deployment with an order value of minimum Rs. 50 lakhs per project hosted out of the proposed DC / DR facility in India in the FY 16-17, FY 17-18.	Work order + Client implementation reference;
4	Blacklisting	The Bidder should not be debarred/blacklisted by any Government/PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure.
5	Data Centre Facility	The Data Center facility must meet all of the following criteria: 1) Should confirm to Tier III standards/ and the certificate/rating should be valid at the time of bidding.	Valid Copy of the Tier III Certification, certified under TIA 942 or Uptime Institute certifications

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		2) Data Center and Disaster Recovery Center Facilities must be certified for ISO 27001,ISO 22301 and ISO 27018 (year 2013 or above) and provide service assurance and effectiveness of Management compliant with ISO 20000 standards.	Valid Copy of the ISO 27001, 27018, ISO 22301 , ISO 20000 Certification
		3) The OEM whose Cloud / Virtualization Solution are being proposed should have at least 10 implementations of the proposed product in third party Data Centers or own data centers in India.	The Bidder must be authorized by OEM (Original Equipment Manufacturer) in India for Cloud Solution / Virtualization Solution offering.
		4) The Bidder must be authorized by OEM (Original Equipment Manufacturer) in India for Cloud Solution / Virtualization Solution offering.	Manufacturer's authorization Form from OEM
6	DR Site	Proposed DR site should be in a different Seismic Zone than the data centre site (Primary Data centre site should be in Mumbai/Navi Mumbai)	Mention the address of the proposed DR site and Data Centre site (Primary site).

Note:

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the bidder and it will be eliminated from further process.
- The Institute reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the bidder.

9 Conflict of Interest

Any bidder who is in a similar business as that of IIBF in the areas of education, training and certification, as decided by the IIBF will not be considered for this assignment and no correspondence or queries shall be entertained from such bidder.

10 Evaluation of Bids

The technical proposals will be evaluated as per the clause 10.1 given in this RFP.

10.1 Technical Evaluation Criteria

Sr.no	Criteria	Evaluation parameters	Max. marks	Document Required
1	Experience of Bidder in offering cloud services (IaaS) in India	2-4 years : 8 marks, 5 and above years: 10 marks	10	Project Work order / Completion Certificates from the client stating Project Start date and Project End date
2	Tier Classification of the proposed Data Center, where cloud hosting is to be served from :	Tier III : 4 marks, Tier IV : 5	5	Valid Copy of the Tier III or Tier iV Certification, certified under TIA 942 or Uptime Institute certifications by a 3rd party
3	Data Centre Uptime in Last 4 quarters	<99.5% : 0 marks, 99.5-99.9% : 10 marks, >99.9% : 20 marks	20	Self-undertaking along with system generated report
4	Number of VMs set up by the bidder	200-400 VM's : 8 marks, 401-600 VM's : 10 marks, >=601 VM's : 15 marks	15	Self-undertaking along with report showing number of VM's running along with client's reference
5	Bidder's experience in setting up IT Infra on cloud based DC/DR for minimum order value of Rs. 50 Lakhs hosted out of the proposed DC / DR facility in India	1 project : 5 marks, Every additional project: 5 marks, max. upto 25 marks	25	Project Work order and client implementation references

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6	Bidder's experience in providing managed services as required by the Institute on cloud based DC/DR	1 reference : 2 marks, Every additional reference : 2 marks, max. upto 10 marks	10	client references
7	Technical Presentation	Bidders understanding of the project and Scope of Work – 5 marks	15	
		Demonstration of the cloud solution – 5 marks		
		Clarifications / Answers given to the Bid Evaluation Committee during the Presentation - 5 marks		
		Total marks	100	

The bidders who obtain 70 points and above shall be considered as qualified in the technical round and only their financial proposal will be considered for further valuation. No further discussions/interactions will be entertained with bidders who gets disqualified/rejected in the technical round.

10.2 Bid Evaluation Process

1. IIBF will open “Technical Bid” in presence of internal Evaluation Committee appointed for the purpose. It is the responsibility of the bidder's to be present at the time, date and at the place specified in the RFP document or as amended by IIBF from time to time.
2. The Bids will be examined to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
3. IIBF may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
4. The Bidder is expected to go through all instructions, forms, terms and conditions and technical specification in the RFP document and furnish all the information as required without any material deviations.
5. Bidder not substantially responsive to the Bidding Document in every respect may result in the rejection of its Bid.
6. A substantially responsive Bid: is one, which conforms to all the terms and conditions of the Bidding Document without deviations. The determination of a Bid's responsiveness is based on the contents of the Bid itself, without recourse to extrinsic evidence.
7. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the Tendering system.
8. IIBF reserve the right to accept or reject any or all bids without giving any reasons thereof.

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9. IIBF shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

10.3 Evaluation methodology

The technical bid will be evaluated only for those bidders who fulfil the minimum eligibility criteria as given under Para 'Minimum Eligibility Criteria' in this offer. Failure to meet any of these criteria specified will disqualify the bidder and it will be eliminated from further process.

10.3.1 Evaluation Weightage

Technical 70% Commercial 30%.

The evaluation of bids will be based on Techno-Commercial evaluation wherein; the technical bids will be allotted weightage of 70% while the financial bids will be allotted weightage of 30%.

10.3.2 Technical evaluation

Vendor securing highest marks will be given Technical score of 70. Technical score for other vendors will be calculated as under:

$$\frac{\text{Combined marks of the respective vendor}}{\text{Combined marks of the vendor securing highest marks}} \times 70$$

Example:

Vendor 1, Vendor 2 & Vendor 3 qualified in stage 1 & 2 and their combined marks are:

Vendor 1 marks :- 65

Vendor 2 marks :- 70

Vendor 3 marks :- 90

Vendor 3 : Combined marks for stage 1 and stage 2 are 90 Hence, Technical score = 70

$$\text{Vendor 1} = \frac{65 \text{ (marks of Vendor 1)}}{90 \text{ (marks of Vendor 3)}} \times 70 = 50.56$$

$$\text{Vendor 2} = \frac{70 \text{ (marks of Vendor 2)}}{90 \text{ (marks of Vendor 3)}} \times 70 = 54.45$$

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10.3.3 Commercial Evaluation

The evaluation process shall consider the “Total Monthly Cost “

Vendor proposing lowest TMO shall be given a commercial score of 30. Commercial score for other vendors will be calculated as under:

$$\frac{\text{Lowest TMO}}{\text{TMO provided by respective vendor}} \times 30$$

Example:

As per our example, price quoted by the qualified vendor are:

Vendor 1 = Rs.120/-

Vendor 2 = Rs.100/-

Vendor 3 = Rs.110/-

Vendor 2 = 30 (lowest price)

$$\text{Vendor 1} = \frac{100 \text{ (price of Vendor 2)}}{120 \text{ (price of Vendor 1)}} \times 30 = 25.00$$

$$\text{Vendor 3} = \frac{100 \text{ (price of Vendor 2)}}{110 \text{ (price of Vendor 3)}} \times 30 = 27.28$$

10.3.4 Techno-Commercial Evaluation

Technical and Commercial score will be added to arrive at Total Score out of hundred. The proposal securing the highest combined score will be ranked as H1, Second highest as H2 and Third Highest as H3.

Example:

As per the above example, three proposals with combined Technical and Financial evaluations score would be ranked as under:

Vendor 1 = 50.56 + 25.00 = 75.56= H3

Vendor 2 = 54.45+ 30.00 = 84.45 = H2

Vendor 3 = 70.00 + 27.28 = 97.28 = H1

Proposal of vendor 3 will be considered as most responsive vendor and they may be called for negotiation, if required.

10.4 Proposal Format

1. The technical proposals should be submitted in a sealed cover, marked as 'Technical-Information only', the sealed proposal should be submitted in a big cover super scribed with the label "Proposal for Hiring of Cloud hosting and Managed services"
2. The bidder should submit the proposals with a clarity & proper pagination so that the papers are not lost.
3. The proposals, which are not sealed or bids sent through Fax /e-mail will be summarily rejected.
4. The proposals which are not submitted in the prescribed format or having incomplete in details are liable for rejection.
5. The proposals containing unauthenticated erasing or alterations will not be considered.

10.5 Technical Proposal should include the following:

1. A covering letter duly signed by an authorized person of the firm/company on it's letterhead with his/her name, title and seal should be submitted to the Institute along with the following:
2. Table of Contents (List of documents enclosed)
3. Authorization letters from OEMs (Original Equipment Manufacturers / Software Bidder) of the quoted products, in case of 3rd party products.
4. Detailed technical specifications/brochures of the solutions proposed.
5. Future road map on scalability, version upgrades/releases etc.
6. Proof of implementation of similar project.
7. Technical proposal should not indicate any cost aspect directly or indirectly.

10.6 Financial Proposal:

- The bidders should provide prices in sealed envelope.
- Envelope should consist of the item wise prices strictly as per the Annexure – II should be super scribed as "Commercial proposal".

Note:

The bidders should provide all the relevant price information and should not contradict the same in the Technical proposal in any manner. All prices should be quoted in Indian Rupees only. Taxes shall be extra and will be paid as per actuals.

11 Terms and Conditions

- a) IIBF is a not-for-profit educational Institute and is eligible for special prices available for educational institutes. Bidders are requested to consider the same while submitting the commercial quote.
- b) The Bidder shall assign a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager should be able to make on-site decisions regarding scope of the work and any changes required therein. In case the project manager leaves midway during the currency of the project, the bidder should make an alternative arrangement by assigning another project manager to this project. The bidder should assign a SPOC who has functioned as a Project Manager for 2-3 years min.
- c) Functional & technical information of the solution being offered must be provided in the exact format as given in RFP.
- d) Selected bidder will have to sign a service agreement with the Institute, incorporating the requirements specified in this RFP. The Institute will prepare the draft after conclusion of Conclusion of commercial evaluation and will be shared with the successful bidder.
- e) The bidder shall bear all costs associated with the preparation and submission of the proposal, attending pre-bid meeting or arranging product walk through etc. IIBF will provide no reimbursement for such costs.
- f) To assist in the scrutiny, and evaluation the Institute at its discretion, may ask some or all bidders for any clarifications of their offers.
- g) Any effort by a bidder to influence the IIBF on any matter relating to the proposal, it's evaluation, comparison, selection may result in the rejection of the bidder's proposal.

12 Roles and Responsibilities of the service provider

1. The service provider will be responsible for providing a tier 3 or above Cloud site within India.
2. The CSP must be its own managed service provider for the project
3. Service Provider shall provide Single Point of Contact for all communication, resolution of issues and support required for smooth functioning of DC/ DR proposed cloud site.
4. The service provider shall develop, prepare and provide a Cloud Solution Implementation Plan. The Implementation Plan shall have the detailed design, specifications, drawings and schedule along with inspection and test plan, risk matrix and risk mitigation strategy, training material and documentation for all deliverables.
5. Service Provider shall provide services comprising of, but not limited to, below items
 - a. Operating System Management
 - b. Network Management
 - c. Security Management
 - d. Storage Management

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- e. Backup Management
- f. Database management
- g. Disaster Recovery Management
6. The service provider shall provision the cloud infrastructure, as and when ordered by IIBF, as per scope of work defined in this document.
7. Responsible for the replication of data between the proposed DR site and Data Center.
8. The solution is envisaged for application level recovery scalable to site level recovery based on the impact of the disaster.
9. The service provider will support the development teams (3rd party service provider) during the deployment of the applications at the Cloud Solution site.
10. Shared storage sizing for Cloud Hosting requirements.
11. Necessary support in bringing the machines to login level in case of disaster / DR drills
12. Support during the recovery operations of data to and from DC-DR site.
13. Ensuring related DNS changes for private WAN and internet, application availability and integrity, and database synchronization with application at DR site.
14. 24x7x365 support for Hardware restoration (from self and OEMs used), managed hosting support (including L1, L2, and L3 support), Uptime commitment up to OS levels, managed & monitored backup and backup retention (as per period required by IIBF), OS provisioning & management, dedicated security services operations, etc.
15. Monitoring and maintenance reports over a monthly basis and as and when required.
16. Availability of server logs/ records for audits.
17. Access to monitoring tools for measuring the service levels, application performance, server performance, storage performance and network performance.
18. IIBF will conduct periodic audits (by 3rd Party) of the provisioned systems and the bidder to support & fill the gaps as highlighted during the audit.
19. On expiration / termination of the contract, handover of complete data in the desired format to IIBF which can be easily accessible and retrievable.
20. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000, ISO 22301 & ITIL etc., for maintaining operations of cloud and ensuring privacy of IIBF data.
21. The Cloud infrastructure and IIBF data must be maintained ONLY at the location of the identified Cloud Hosting site. Data can only be moved to other site in case of any emergency with prior approval of IIBF concerned authority.
22. The bandwidth required for IIBF to use the applications from the Cloud site will be notified by the service provider.
23. Scaling the server and storage infrastructure up or down based on the needs of IIBF.
24. In case of reverse replication, since the DR site would be acting as main site, all the necessary support to run the environment has to be provided by the service Provider.
25. Reverse Replication is necessary and envisaged when the DR site is acting as the main site. The solution should ensure consistency of data in reverse replication till the operations are not being established at the Cloud site. The RPO would be applicable in reverse replication also. The entire data should be made available for restoration at Primary Data Centre. RPO- 15 minutes, RTO- 4 hours
26. IIBF shall have sole propriety rights for data stored in Cloud Environment at all times.
27. It will be the Service Provider's responsibility to ensure that back up data is in a format that is restorable at Cloud Site or DR Site.

13 Managed Services

13.1 Server Administration and Management:

1. Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
2. Setting up and configuring servers and applications as per configuration documents/ guidelines provided by Client
3. Installation/ re-installation of the server operating systems and operating system utilities
4. OS Administration including troubleshooting, hardening, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other O.S proposed as part of this solution whether mentioned in the RFP or any new deployment in future.
5. Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
6. Regular backup of servers as per the backup & restoration policies stated by Client from time to time
7. Managing uptime of servers as per SLAs.
8. Preparation/ updation of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening

13.2 Backup Services

1. CSP must provide backup of cloud resources. The backup tool should be accessible online.
2. To perform backup and restore management in coordination with Client's policy & procedures for backup and restore, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.
3. Backup and restoration of Operating System, application, databases and file system etc. in accordance with defined process / procedure / policy.
4. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies
5. Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required.
6. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
7. Generating and sharing backup reports periodically
8. Periodic Restoration Testing of the Backup
9. Maintenance log of backup/ restoration
10. CSP should provide network information of cloud virtual resources.
11. CSP should offer provision to monitor latency to cloud virtual devices from its datacenter or Client should be able to set monitoring of latency to cloud VMs from outside world.
12. CSP must offer provision to monitor network uptime of each cloud virtual machine.

13.3 Network and Security Management:

1. Monitoring & management of network link proposed as part of this solution.
2. Bandwidth utilization, latency, packet loss etc.

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3. Call logging and co-ordination with vendors for restoration of links, if need arises.
4. Redesigning of network architecture as and when required by Client
5. Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules
6. Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
7. Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
8. Adding/ Changing network address translation rules of existing security policies on the firewall specific to client to be done in collaboration with client,
9. Diagnosis and resolving problems related to firewall.
10. Managing configuration and security of Demilitarized Zone (DMZ) Alert / advise Client about any possible attack / hacking of services, unauthorized access / attempt by internal or external persons etc

13.4 Database support service

1. Installation, configuration, maintenance of the database (Cluster & Standalone).
2. Regular health check-up of databases.
3. Regular monitoring of CPU & Memory utilization of database server, Alert log monitoring & configuration of the alerts for errors.
4. Space monitoring for database table space, Index fragmentation monitoring and rebuilding.
5. Performance tuning of Databases.
6. Partition creation & management of database objects, Archiving of database objects on need basis.
7. Patching, upgrade & backup activity and restoring the database backup as per defined interval in collaboration with client.
8. Schedule/review the various backup and alert jobs.
9. Setup, maintain and monitor the 'Database replication' / Physical standby and Assess IT infrastructure up-gradation on need basis pertaining to databases.

14 Security requirements

- a) Service Provider should offer Dedicated application layer (Layer-7) security & user control platform which should be able to identify & prevent known & unknown threats (in real time basis) covering the related in-scope applications running on the network. The proposed solution should therefore integrate the user's identity repository (across all entities) to enforce authorized access to the related in-scope applications. The solution must be designed to ensure that the performance of the overall applications is not impacted due to the implementation of the security solutions and the management console should be same for this offering.
- b) The solution should offer application control, user based control, host profile, threat prevention, Anti-virus, file filtering, content filtering, QoS and scheduling capabilities in primary DC & DR site.
- c) Solution should provide security service for the intelligence, analytics, and context required to understand which attacks require immediate response, as well as the ability to make indicators actionable and prevent future attacks. It should be capable of integrate with Third-party open-source application that streamlines the aggregation, enforcement and sharing of threat intelligence

15 Testing planning

Following cloud resource deployment/provisioning, the testing of the same at Cloud site becomes very important. Therefore, the service provider must perform following testing:

15.1 Functional testing

Once system is exported, data is migrated to Cloud site and application started functioning, the functional testing of Application will be done by IIBF Team along with application vendors. The bidder requires to provide support and co-ordination in this case. IIBF and application vendors may perform following testing.

- a. Software Module testing as per functional requirement.
- b. User authentications testing.
- c. Users add/delete, reports generations
- d. Heavy application transactions on DR servers.
- e. Backup exports
- f. Backup restoration

15.2 Data Integrity testing

Data integrations will be very important factor in overall process. Since data will be replicated over same or cross platform including same database at both end, the data integrity testing would become crucial. Data integrity testing will include:

- a. Amount of data verification at both end.
- b. Table size and records testing.
- c. Users status at both end.
- d. Invoices/transactions verification at both ends.
- e. Data in log files.

15.3 Business Continuity testing

To demonstrate how the application fails over when the primary site goes down. The testing should include the:

- a. Uninterrupted replication to DR servers.
- b. Lag in replication due to any unforeseen errors.
- c. Process of recovering from lags if any.
- d. Data integrity test of DR servers.

16 Failover requirements

In the event of a disaster, the DR system will be primary system. All users of Company will connect to DR system. DR systems should be auto scalable under such circumstances. Whenever load of users will grow, the systems should scale resources automatically in terms of RAM and CPU. The failover from Main DC to DR should be done through a proper DR announcement process which should be documented.

17 Restoration requirements

Restoration provides an easy process for copying updated data from the DR server back to the DC server. Whenever main DC will be recovered and operational, the data from DR system to DC systems should be synchronized. Once this data is synchronized and verified, the switchover from DR system to DC system should be done. In that case all users will be accessing systems of main DC.

18 Hardware Upgrades and Software Upgrades

Any required version/Software /Hardware/ License upgrades, patch management etc. at the Cloud Site will be supported by the solution provider for the entire contract period at no extra cost to IIBF.

19 Security Audits

The service provider shall conduct vulnerability and penetration test (from a third party testing agency which should be CERT-IN empanelled) on the proposed Cloud solution in every 6 months and reports should be shared. The service provider needs to update the system in response to any adverse findings in the report, without any additional cost to IIBF. IIBF may also depute auditors to conduct security check/vulnerability test/penetration test.

20 MPLS requirement

1. Bidders are expected to provide a MPLS services along with Cloud services as mentioned in the RFP.
2. End points for MPLS is mentioned in Annexure-I (IIBF Addresses) of this RFP document.
3. Feasibility study along with telco partners can be carried out if necessary.
4. Bidders are expected to submit a separate quote for Institute's MPLS requirement along with technical/ commercial bid.
5. Acceptance of this quote is optional and Institute reserves all rights about the same.
6. DC-DR replication should be done using CSP's backbone requirement.
7. MPLS bandwidth requirement for Corporate office is 5mbps.
8. For all other offices and DR site, bandwidth requirement is 2 mbps.

21 Earnest Money Deposit

A bidder who wishes to respond to the RFP should deposit an earnest money of Rs.2,00,000/- (Rupees Two lacs only) in the form of a bank guarantee that should be valid for six months. The bank guarantee will be returned/refunded in case the bidder is not assigned the work. The EMD of the successful bidder shall be returned once he picks up the order and submits the performance bank guarantee as per the clause 13 of this RFP. The earnest money will be forfeited, in case the successful bidder picks up the order and does not proceed with the project. This period will be decided by the Institute.

22 Project Schedule

The successful bidder should commission all the servers and other equipment's within 15 days from the date of issue of the work order.

23 Payment terms

Quarterly payments (QP) at end of quarter after deducting all applicable taxes/ penalties.

24 Bank Guarantee

The successful bidder shall furnish the performance security equivalent to 10% of the order value in the form of Performance Bank Guarantee that may be issued by a Commercial Bank in India which has to be valid for a period of 5 years + 6 months from the date of work order.

25 Penalty Clause

The successful bidder should complete the project as per the project schedule mentioned in clause 17. If the bidder does not adhere to the project schedule, a penalty @1% of the contract value shall be levied per week or part thereof until commission work is completed. The penalty shall be limited to a maximum of 5% of total cost (TCO) that may be levied by IIBF. Once the maximum is reached, IIBF may consider termination of the contract and the performance security (Bank Guarantee) shall be invoked.

26 Termination of contract

1. Both the parties have the right to terminate the contract by giving six (6) months' notice in writing.
2. In the event of bidder choosing to terminate the contract without any reasonable cause and/ or failure on his part to perform the contract in full or in part, the Institute reserves the right to invoke bank guarantee and/or take any other steps as deemed necessary.
3. If the services provided by the bidder are not acceptable to IIBF and it chooses to terminate the contract, the Institute may recover the costs paid so far and may invoke the performance bank guarantee.

27 Sub-contracting

The Bidder shall not subcontract or delegate or permit anyone other than the bidder's personnel to perform any of the work, service or other duties required of the bidder under this agreement without the prior written consent of the Institute. Subcontracting will be allowed only in case of provisioning MPLS for this project.

28 Waiver of Minor Irregularities

IIBF reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IIBF. Where IIBF may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidder from full compliance with the RFP specifications and other contract requirements if the bidder is selected.

29 Non-Disclosure

The contents of the proposal and all the project outputs should not be disclosed to any party unless Bidder and IIBF mutually agree in writing to the same. Bidder will not use the contents of this RFP to bid for any other contract.

The following Annexures shall form part of the RFP and should be read together while submitting the proposal.

Annexure-I	:-Contact Addresses
Annexure-II	:-Commercial Template for item wise
Annexure-III	:-Declaration regarding clean track by bidder
Annexure-IV	:- Additional Information template
Annexure – V	:-Declaration for Acceptance of RFP Terms and Conditions
Annexure – VI	:-Declaration for Acceptance of Scope of Work
Annexure – VII	:-Non Disclosure Agreement

The Institute reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

The Institute also reserves the right to cancel this RFP or go for a fresh one with or without any amendments without any liability or any obligations.

The decision of the Institute in selecting the bidder would be final and conclusive and the Institute will not entertain any correspondence in this regard.

Bidders are requested to offer the best price, item wise (exclusive of taxes), along with other terms and conditions on or before 3rd September 2018 by 2.00 pm in sealed envelopes duly super scribed as “Proposal for Hiring of Cloud hosting and Managed services”

The proposal should be addressed and forwarded to :

Chief Executive Officer
Indian Institute of Banking & Finance
Corporate Office
Kohinoor City, Commercial II, Tower I,
Second Floor, Kirool Road,
Kurla - West
Mumbai – 400 070

30 Annexure – I IIBF Addresses

IIBF Addresses

ZONE/PDC	CONTACT ADDRESS
CENTRAL OFFICE / CORPORATE OFFICE	Indian Institute of Banking & Finance Kohinoor City, Commercial – II Tower-I, 2nd & 3rd Floor Kirol Road Off-L.B.S Marg Kurla- West MUMBAI – 400 070 Phone : 91 – 022 – 25039746 / 9604 / 9907 Fax : 91 – 022- 25037332
EASTERN	Indian Institute of Banking & Finance 7th Floor, Hindustan Building Annex, 4 C.R Avenue, KOLKATA – 700 072 Phone : 033-22124992 Fax : 033-22124680 Email : iibfez@iibf.org.in
WESTERN	Indian Institute of Banking & Finance 191-F, Maker Towers,19th Floor, Cuffe Parade, MUMBAI – 400 005 Phone : 91-022-2218 3302 Fax : 91-022-2218 0845 Phone : 91-022-2218 5134 Email : iibfwz@iibf.org.in
NORTHERN	Indian Institute of Banking & Finance 109 – 113, Vikrant towers Ist floor, 4, Rajendra place NEW DELHI – 110 008 Phone : 91-011- 2575 2191 Phone : 91-011- 2575 2192 Fax : 91-011- 2575 2193 Email : iibfnz@iibf.org.in
SOUTHERN	Indian Institute of Banking & Finance No.94, Jawaharlal Nehru Road (100 Feet Road) Opp to Hotel Ambica Empire, Vadapalani, CHENNAI – 600 026 Phone : 044 – 24722990, 24727961 Fax : 044 – 24726966 Email : iibfsz@iibf.org.in

31 Annexure-II Commercial Template for item wise for Virtual Private Cloud

Commercial Template for item wise for Virtual Private Cloud

Sr. No.	Description	Qty	Unit Rate in Rs.	Total Monthly Charges (Rs.) Excl. of taxes
1	Compute Instance			
1	DC site (Primary)			
1.1	App & Web Server (Java, Struts, Tomcat - Latest Stable Version) - 8 core Min 2.4 Ghz, 48 GB RAM ,Cent OS, 600 GB Internal Storage	1		
1.2	Database Server (PostgreSQL – Latest Stable Version) -8 core Min 2.4 Ghz, 72 GB RAM ,Cent OS, 600 GB Internal Storage	2		
1.3	UAT / Development - App, Web & DB Server (Java, Struts, Tomcat - PostgreSQL – Latest Stable Version) – 4 core Min 2.4 Ghz, 48 GB RAM , CentOS, 600 GB Internal Storage	1		
1.4	NTP & syslog server - 4 core Min 2.4 Ghz, 8 GB RAM , CentOS, 200 GB usable Storage	1		
1.5	E-Certificate application /Database server - 8 core Min 2.4 Ghz, 48 GB RAM , CentOS, 600 GB usable Storage	1		
1.6	Interface server -4 core Min 2.4 Ghz, 8 GB RAM , CentOS, 600 GB usable Storage, Cent OS	1		
2	Storage			
2.2	SAS Storage Space	Per 1 TB		
2.4	Backup Service (per TB)	1		
3	DR site (Secondary)			
3.1	App & Web Server (Java, Struts, Tomcat - Latest Stable Version) - 6 core Min 2.4 Ghz, 48 GB RAM ,Cent OS, 600 GB Internal Storage	1		
3.2	Database Server (PostgreSQL – Latest Stable Version) -6 core Min 2.4 Ghz, 72 GB RAM ,Cent OS, 600 GB Internal Storage	1		

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	SAS Storage Space	Per 1 TB		
4	Software's Services			
4.1	DRM Tool	1		
5	Network Services			
5.1	Public IP's	1		
5.2	Unmetered Internet Data Transfer-1:1 (at DC)	2 MBPS		
5.3	Unmetered Internet Data Transfer-1:1 (at DR)	2 MBPS		
5.4	Cross Connect for DC 1-DR 1	2		
6	Cyber Security			
6.1	vFirewall with 2 Gbps throughput (1 DC – 1 DR)	1		
6.2	SSL VPN	10		
7	Hosting Service (End to End Mgmt.)			
7.1	OS Administration (All VM's)	1		
7.2	Database Administration (4 DB)	1		
7.3	Application server Administration (4 AS)	1		
7.4	Network Administration (All VM's)	1		
7.5	Cybersecurity Administration (complete Setup)	1		
7.6	DR Drill (Yearly 2 times)	2		
7.7	Cloud Monitoring Service (complete Setup)	1		
Total monthly cost				
Total monthly cost (in figures)				

The above commercials are for the purpose of rate realisation. IIBF at it's sole discretion may take any or all of the above mentioned services.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Place:

Date:

Organization Seal

32 Annexure-III Declaration regarding clean track by Bidder

Declaration regarding clean track by Bidder

To,

Indian Institute of Banking & Finance
Kohinoor city, Commercial II, Tower I,
2nd Floor, Off L.B.S Marg,
Kirod Road Kurla West, Mumbai -400070.

Dear Sir,

Subject:- Hiring of CLOUD Hosting and Management services for Hosting the Applications of The Institute (No:- RFP-3-2017/18).

I have carefully gone through the Terms and Conditions contained in the above-referred RFP. I do accept the RFP terms and conditions. I hereby declare that my company/firm is not currently debarred/blacklisted by any Government/Semi Government Organizations/Institutes in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

OR

I declare the following

Sr.No	Country in which the company is debarred/blacklisted/case pending	Blacklisted/debarred by Government/Semi Government Organizations/Institutes	Reason	Since when and for how long

(Note: In case the company/firm was blacklisted previously, please provide the details regarding periods for which the company/firm was blacklisted and the reasons for the same)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Place:

Date:

Organization Seal

33 Annexure – IV Additional Information

Additional Information

Sr. No.	Attribute	Description	Compliance Y/N	Deviation/ Remark
1	Provisioning			
i.	Provisioning Portal	Shall refer to provisioning portal made available by CSP for its customers so that as and when require, they can provision new resources.		
ii.	Secure access to Portal	Portal has complete secure access running on HTTPS protocol along with SSL certificate		
iii.	Access Method	VPN could be preferred access method of any provisioning		
iv.	Authentication	Provisioning portal should have secure authentication system. Preferred is dual authentication system.		
v.	API	Cloud service provider has API available with secure authentication of customers to provision resources.		
2	Accessibility			
i.	Resources	Cloud service providers has all types of resources accessible to customer which may include allocated virtual machines, network, backup, security solution, monitoring system, reports, helpdesk tickets, invoices etc.		
ii.	Location	Cloud service providers has resources accessible from anywhere with secure access.		
iii.	Method	Cloud service providers shall make resources available to customer by using all standard communication protocols like HTTP, HTTPS, FTP, SSH, RDP and so on.		
iv.	Time	Cloud service providers has resources accessible 24*7 hours.		

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3	Availability			
i.	Available Time	Cloud service providers has system available as per mutually agreed time of the service contract time. This available time should be between two billing cycles. From example if billing cycle is quarterly, then the available time for a quarter should be considered against SLA so that service credit against downtime can be settled in next billing cycle.		
ii.	Scheduled downtime	Any schedule downtime which is mutually agreed between parties should be excluded from overall service availability time.		
iii.	Quantity of resources	Shall mean that overall resources require to run customer service from cloud should be available during availability period. For example if to delivery email service, virtual machine, network, storage, security are require then during availability period, everything should be available.		
iv.	Time	The metering unit of available time should be minutes.		
4	Storage Performance			
i.	IOPS (Input Output Operations per second)	Cloud provider should ensure that the storage offered would deliver minimum 5000 IOPS per TB.		
ii.	Storage throughput	The capability of a storage system to transfer a fixed amount of data in a measured time is known as throughput, or bandwidth. Cloud service provider must ensure that virtual machine get minimum 1GBps.		
iii.	Latency	Latency or response time describes the time taken to complete a single I/O (input output) operation and is essentially a measure of how fast a storage system responds to read and write requests. Cloud service provider		

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		must ensure that response time is below 10 ms.		
5	Network Latency			
i.	Latency	Cross connect latency should be less than 100ms		
ii.	Scalability			
iii.	Time to scale	Cloud service providers has resources available to customer within 2 hours of time of “Scalability Limit” resources to scale, any point of time.		
iv.	Reports	Cloud service providers has all reports of additional resources requested and provisioned by CSP. The report should include details of resources including time, person and line items of service.		
v.	Methods	CSP has additional resources available by using vertical scalability or horizontal scalability either automatically or manually.		
vi.	Additional Invoice	Additional invoice of scaled up/down resources should be generated or should be clearly mentioned in the invoice.		
6	Capacity			
i.	Expansion	CSP has additional resources available by using vertical scalability or horizontal scalability either automatically or manually.		
ii.	Manpower	Cloud service provider should have sufficient skilled manpower in order provide required technical support for cloud services. Skilled manpower includes system administrators, network administrators, cloud evangelist, backup engineers and so on.		
7	Service Monitoring			

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i.	Basic monitoring	Cloud service provider should provide provision of monitoring basic components of cloud resources like RAM, CPU, disk and bandwidth as part of default service.		
ii.	Alerts	CSP should provide provision to configure email address of customer where emails of alerts can be sent.		
iii.	Reports	CSP should provide provision to generate reports of cloud resource performance like RAM, CPU, and disk usage and internet bandwidth/data volume.		
iv.	Historical Data	CSP should have historical data of reports of minimum six months and should be downloadable in PDF/CSV format.		

34 Annexure – V Declaration for Acceptance of RFP Terms and Conditions

To,
The Chief Executive Officer
Kohinoor City, Commercial-II, Tower –I,
2nd Floor,
Kirof Road, Kurla (W) ,
Mumbai 400 070

Dear Sir,

Sub: Ref No. **RFP-3-2017/18**

I have carefully gone through the Terms & Conditions contained in the RFP document for Hiring of Cloud Hosting and Management Services for Hosting the Applications of the Institute

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Date:.....-- 2018

Authorised Signatory.

Name:

Designation:

Organization Seal

35 Annexure – VI Declaration for Acceptance of Scope of Work

To,

The Chief Executive Officer
Kohinoor City, Commercial-II, Tower –I,
2nd Floor,
Kiroi Road, Kurla (W) ,
Mumbai 400 070

Sir,

Sub: Ref No. **RFP-3-2017/18**

I have carefully gone through the Scope of Work contained in the RFP document for Hiring of Cloud Hosting and Management Services for Hosting the Applications of the Institute
I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Date:.....-- 2018

Authorised Signatory.

Name:

Designation:

Organization Seal

36 Annexure – VII Non Disclosure Agreement

(To be taken on Rupees 100 Non Judicial Stamp Paper)

This Agreement is made on this ----- day of -----, 2018 (“Effective Date”) between INDIAN INSTITUTE OF BANKING & FINANCE, a company registered under the Companies Act 1913, having its Corporate office at Commercial - II, Tower - I, 2nd & 3rd Floor, Kiro Road, Kohinoor City, Kurla (West), Mumbai 400 070 hereinafter referred to as the “Institute” or “Indemnity Holder” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the one part.

AND

XXXXXXXX LIMITED a company registered in India and having its registered office (Hereinafter referred to as “XXXXXXXX”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party to this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

IIBF and XXXXXXXX shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidentiality of the various Confidential Information, which is provided or exchanged between IIBF and XXXXXXXX to perform the respective promises in furtherance of this Agreement (hereinafter called “Purpose”) set forth in below:

(Hiring of Cloud Hosting and Management Services for Hosting the Applications of the Institute)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information ~~in~~-written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this

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Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or

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directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 8: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time or such other law for the time being in force, by a sole arbitrator appointed by the IIBF Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 9: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 11: TERM

This Agreement shall remain valid from the----- - - - - - until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

RFP FOR HIRING OF CLOUD HOSTING AND MANAGEMENT SERVICES FOR HOSTING THE APPLICATIONS OF THE INSTITUTE

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent. No permission granted for the purposes of execution of this agreement shall be construed as an assignment or license to the other party and upon termination of this agreement each party shall not claim any right over the intellectual property of the other.

Article 13: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party's nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<Bidder/company>	The Indian Institute of Banking & Finance
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____