

KOCHI METRO RAIL LIMITED

(A Joint Venture Company of Govt. of India & Govt. of Kerala)



Request for Proposal

Infrastructure as a Service (IaaS)

RFP #: **KMRL/IT/DM (IT)/2015/208**

Date: **20-Feb-15**

Tender Notice

Tender Inviting Authority	IT Dept., Kochi Metro Rail Limited (KMRL)
Availability of Tender (RFPs)	http://www.kochimetro.org
RFP Ref Number	KMRL/IT/DM (IT)/2015/208
RFP Date	Fri, 20-Feb-2015
Name of the Project Work	Provisioning of Cloud services on IaaS model
List of Tender documents	Single document – RFP for Cloud Server (IaaS)
The contact Person	Deputy Manager (IT) Kochi Metro Rail Limited, 8th Floor, Revenue Tower, Park Avenue Kochi. 682011. Kerala, India. Phone: +91-484-2380980, +91-484-2350955 Email: dmit@kmrl.co.in
Address to send queries	Same as above
Place for submission of bids	KMRL, 8 th Floor, Revenue Tower, Park Avenue, Ernakulam - 682011
Mode of submission of bids	Two separate sealed covers for technical and commercial proposals, put together in one cover
Tender Processing fees	₹5,000/-, non-refundable, to be paid with the bids, through demand drafts/bankers cheque favouring Kochi Metro Rail Limited and payable at Kochi.
EMD (Earnest Money Deposit)	₹1,50,000/- Refundable, to be submitted along with the bids either as DD/Bankers Cheque/Bank Guarantee
Performance Bank Guarantee	10% (ten percent) of the value of the contract
Nature of bid process	Two cover system – Technical and commercial proposals
Proposal Evaluation Process	Quality cum Cost Based System (QCBS) of evaluation.

Schedule of the bidding process

KMRL would endeavour to adhere to the following schedule:

Event	Scheduled Date
Release of Tender	Fri, 20-Feb-15
Last date and time for submission of bids	Sat, 07-Mar-15, 15:00 pm
Bid opening	Sat, 07-Mar-15, 15:30 pm

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Abbreviations / definitions

KMRL means Kochi Metro Rail limited, the tendering authority

PURCHASER shall mean the KMRL.

SUPPLIER/BIDDER/SI shall mean the person; firm an incorporated entity under provisions of companies act or corporation to whom the Purchase Order is issued.

Cloud Service Provider (CSP) shall mean individual, firm, or corporation or company which provides the services for hardware infrastructure as per standard industry definition.

ORDER shall mean the Purchase Order and its attachments and exhibits.

Proposal or Response or bid, means the Technical Proposal and the Financial Proposal.

RFP means the Request for Proposal prepared by the Purchaser for the selection of Bidders.

Assignment / job/project means, the work to be performed by the Bidder pursuant to the Contract.

BG means the bank Guarantee, submitted by supplier/bidder/consultant required by KMRL

DD means Demand Draft from banks as per conditions indicated in the RFP

DeitY means Department of Electronics and Information Technology of Government of India

EMD means the Earnest Money Deposit or Bid security provided by the bidder along with the proposal as per conditions in the RFP

IaaS or PaaS – Infrastructure as a Service or Platform as a Service

IT/ICT means Information and Communication Technologies, including software solutions

PBG means Performance Bank Guarantee, to be provided for contracting as per conditions in the RFP

ERP, SAP ERP solution means Enterprise Resource Planning solution supplied by SAP India Pvt Limited

ICT means Information Communications Technology (e.g. computer, scanner, camera, etc.)

OEM means the original equipment manufacturer, legal owner of the different ICT components

Project or project services, means the provisioning of IaaS services to run the SAP ERP solution for KMRL as elaborated in the RFP document

LOA (Letter of Acceptance) or LOI (Letter of Intent) means the formal communication sent by KMRL to successful bidder, post the completion of evaluation and negotiation, to proceed to the next step of signing a contract/agreement.

Contractor means the party which has signed the agreement/contract with KMRL to execute the project.

LLP means the Limited Liability Partnership firm as defined in the Companies act

Company or firm or LLP means the entity as defined in the Companies act

Statutory Auditor is An Auditor appointed under the Applicable Laws

Scheduled Bank is as specified in RBI Act, 1934

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of KMRL or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by KMRL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KMRL in relation providing IaaS services for SAP ERP to KMRL. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KMRL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KMRL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

KMRL, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

KMRL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

KMRL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that KMRL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the providing the IaaS Services and KMRL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KMRL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and KMRL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Kochi Metro Rail Limited (KMRL) is a special purpose vehicle set up by the Government of India and Government of Kerala with equal equity shares for implementation of the Kochi Metro Rail Project. KMRL is a company registered under the Companies Act. The Kochi Metro covers a route length of 25.6 KM from Aluva to Petta in the first phase. The project is progressing well and is expected to be completed in the scheduled time.

1. KMRL Requirements

- **SAP:** Server on Cloud for SAP Implementation at KMRL
- **DMS:** Server on Cloud for DMS Implementation at KMRL
- **MFS:** Storage on Cloud for Media Files Storage Requirement at KMRL

SAP

1. KMRL contracted SAP India Private Limited to supply the ERP (Enterprise Resource Planning) solution of SAP and contracted CMC Limited to implement the ERP solution to automate the operations of KMRL and integrate its processes
2. Phased implementation- keeping in mind the evolving nature of operations of KMRL, it has been decided to implement the SAP ERP solution in two phases, with the first phase focusing on the basic requirements of the Metro Rail system and the second phase of the project focusing on the operational aspects of the Metro rail.
3. Phase I of the implementation of the ERP will cover the following functions
 - a. Finance and Accounts
 - b. Asset management
 - c. Human Resources, Payroll management and administration
 - d. Procurement and contracting Management including e-procurement
 - e. Materials Management
 - f. Business analytics
 - g. Integration module to integrate other applications
4. Phase II of the implementation would cover the following functions
 - a. Real estate management
 - b. Project management
 - c. Metro operations management
 - d. Maintenance management
 - e. Asset Maintenance
5. KMRL intends to procure these as services, called as Cloud based Services in industry parlance.
6. The IaaS (Infrastructure as a Service) services are envisaged to be provided by a competent Cloud Service Provider, as per the terms of this RFP with responsibility for all the IaaS services listed in this RFP.
7. The Provisioning of IaaS services will be for all the servers, operating

system and associated infrastructure covering the complete landscape of development, quality and production systems for the SAP ERP Solution.

8. The IaaS services will also include the services for routers, networking, bandwidth and storage.
9. The operating model will be a Monthly rental model, with one-month notice for continuation or termination by KMRL.
10. The current project is to source the IaaS services to meet the requirements of running SAP ERP solution for Phase I of the project. The services of the incumbent vendor may be used for additional services required for Phase II of SAP ERP implementation project, subject to satisfactory services in Phase I of the project and as per mutually agreed terms.
11. KMRL would buy additional server space or IaaS services, modularly with minimum agreed size or scale for each additional/incremental element/service, when required, for the agreed prices it may include requirements other than SAP as well.
12. CSP is expected to deliver the services as per the agreed SLA

DMS

In order to achieve the Paperless Office concept, KMRL implemented Digital Document Filing System (DDFS), which is a web-based, digital document filing and workflow management solution. DDFS automates the process of filing and organizing documents from creation to distribution to closure throughout an enterprise, increasing efficiency and reducing the cost and clutter of maintaining paper records.

DDFS system configuration is given below:

Operating System	: Ubuntu 12.04 64bit
Web Server	: Apache Tomcat7
Platform	: Java 7
Database	: Mysql 5.5
Base Engine	: Alfresco 4.2

KMRL is now extending the DDFS to full-fledged Document Management System. Currently the DDFS servers are hosted on premise. The hardware requirements on cloud are given below:

Server	CPU (64bit)	Cores	RAM	HDD
Application Server	Min 2.2 GHz 64 bit	16	64 GB	3 x 2TB SAS
Database Server	Min 2.2 GHz 64 bit	16	64 GB	3 x 2TB SAS
Document Management Server	Min 2.2 GHz 64 bit	16	64 GB	3 x 2TB SAS

MFS

The Corporate Communication and Marketing Departments of KMRL needs extensive space for storing and managing their media files such as high resolution pictures, HD quality video / audio files.

Storage Space Requirement is **1 TB** + Additional **200 GB**.
Bandwidth required is **2 MBPS**.

Detailed description of the requirements is given in **Annexure 1**.

2. Submission Guidelines

All the individual documents submitted by the bidder shall be certified by Auditor-CA/CEO/CO/CS/an officer authorised for this purpose by the company.

2.1. Bid preparation and submission

1. The following procedure should be followed for bid preparation and submission.

Envelope 1 : EMD and Technical Proposal	<p>The envelope containing the Bid Security shall be sealed and super scribed “EMD –IaaS – KMRL.]”</p> <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed.</p> <p>The Technical Bid should be submitted in printed and soft copy formats - one set of printed hard copy format and one set of a non-rewritable CD format. The words “Technical Proposal –IaaS– KMRL” shall be written in indelible ink on the CD. The Hard Copy or the printed copy shall have originals of the formats/declarations signed by the authorized signatory. The hard copy should be put along with the CD in the envelope and sealed. The envelope shall be super scribed “Technical Proposal –IaaS – KMRL.]”</p> <p>This envelope <i>should not</i> contain any information about the pricing or the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected.</p>
Envelope 2: Commercial	<p>The Commercial Proposal shall be submitted in a sealed envelope as per the specifications in this RFP and the</p>

Proposal	<p>forms prescribed.</p> <p>The Commercial Proposal shall be submitted in the form of a printed Hard Copy</p> <p>The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial Proposal - IaaS – KMRL (Not to be opened with the Technical Proposal)” at the top right hand corner and addressed to The Purchaser at the address specified below in this table.</p> <p><i>Note: Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid.</i></p>
Envelope 3	<p>All the above envelopes along with the proposal letter should be put in an envelope which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project “Request for Proposal for IaaS – KMRL.]” and addressed to The Purchaser at the address specified. The package should have the bidder’s name and address and the names of primary and secondary contact persons.</p>
Address	<p>All the sealed covers for pre-qualification of the bid, the technical proposal and commercial proposals (together called the bid documents) along with the outer envelope must be addressed to the address listed in the RFP</p>

- It is expected that the contents in the printed version and the contents in the CD are same. In the event of any discrepancy between the printed version and the contents in the CD, , the printed version shall prevail

3. Signature: The covering letter must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations and has the power of attorney on behalf of the bidder. All obligations committed by such signatories are liable to be fulfilled and enforceable through contracts.
4. The Submissions, including complete RFP documents, Proposals etc. in original and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:
 - a. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - c. A copy of the Power of Attorney certified by a notary public in the form specified in the Appendix shall accompany the Proposal (if required).
5. While submitting a Proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, bidders may format the specified forms making due provision for incorporation of the requested information.
6. Impact of Litigation: KMRL does not intend to deal with any bidders who are facing litigations or enquiry of such nature which have the potential to adversely impact the operations of the bidder and thereby pose significant risk to provide the IaaS services to host the SAP ERP solution to KMRL, if such a bidder is selected to do so.

7. Acknowledgement of Understanding of Terms
 - a. By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules and Appendices hereto, and has fully informed itself as to all the conditions and limitations.
 - b. By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that the company is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.
8. Visit to KMRL and verification of information: Before submitting their proposals, the bidders may visit the office of KMRL and ascertain for themselves the availability of documents and other data with KMRL, Applicable Laws and regulations or any other matter considered relevant by them. Such requests for visits may be submitted to KMRL by the official representative of the bidder, by highlighting the specific points or information required. Based on the information sought and the availability of such information. KMRL may or may not accept such requests, and the same will be communicated to the respective bidder
9. It shall be deemed that by submitting the Proposal, the bidder has:
 - a. Made a complete and careful examination of the RFP;
 - b. Received all relevant information requested from KMRL
 - c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of KMRL or relating to any of the matters referred to in Section 8 above;
 - d. Satisfied itself about all matters, things and information, including matters referred to in Section 8 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. Acknowledged that it does not have a Conflict of Interest; and
 - f. Agreed to be bound by the undertaking provided by it under and in terms hereof.
10. KMRL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by KMRL.

The bidder is requested to sign the proposal covering letter as per the format to declare the understanding of the terms and acceptance of the conditions

2.2. The rights of KMRL

1. Rights of the content of proposals

- a. All proposals and accompanying documentation submitted as the bids against this RFP, once opened will become the property of KMRL and will not be returned.
- b. The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law or the Information Commission (under the RTI Act)
- c. KMRL is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. KMRL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- d. KMRL has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation

2. Right to Terminate the Process

- a. KMRL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by KMRL.
- b. KMRL may terminate the bidding process at any time and without assigning any reason. KMRL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- c. This RFP does not constitute an offer by KMRL. The bidder's participation in this process may result in KMRL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by KMRL to execute a contract or to continue negotiations. KMRL may terminate negotiations at any time without assigning any reason.
3. Amendment of Request for Proposal - At any time prior to the deadline for submission of proposals, KMRL, for any reason, whether at its own initiative or in response to clarifications requested by any of the potential bidders may modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website by amendment notified in writing or by facsimile or email to all bidders who have received this RFP and such amendment shall be binding on them.
4. Supplemental Information to the Request for Proposals - If KMRL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
5. The cost of the proposal and bidding process - The bidder is responsible for all costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by KMRL to facilitate the evaluation process, and in finalizing a Service Agreement or a contract or all such activities related to the bid process.
6. Number of Proposals: No bidder or its Associate shall submit more than one proposal or bid against this RFP. A bidder submitting a bid individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be

2.3. Miscellaneous

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kochi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
2. KMRL can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this RFP.
3. KMRL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any bidder in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to KMRL by, on behalf of and/or in relation to any bidder; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.
4. It shall be deemed that by submitting the Proposal, the bidder agrees and releases KMRL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
5. All documents and other information supplied by KMRL or submitted by a Bidder shall remain or become, as the case may be, the property of KMRL. KMRL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
6. KMRL reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record.

7. This RFP does not commit KMRL to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making the proposal cost may be incurred in anticipation of award of contract.
8. Timing and sequence of events resulting from this RFP shall ultimately be determined by KMRL.
9. No oral conversations or agreements with any official, agent, or employee of KMRL shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of KMRL shall be superseded by the definitive agreement that results from this RFP process. Oral communications by KMRL to bidders shall not be considered binding on KMRL, nor shall any written materials provided by any person other than the authorized representative of KMRL
10. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against KMRL or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
11. This RFP does not commit KMRL to enter into an agreement or similar undertaking with the bidder or any other organization and KMRL shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.
12. No oral communication by either party will be recognized as official communication or a commitment. The only permitted mode of communication by either party will be through email id of the respective authorized persons and only those communication will be considered as commitments

2.4. Conditions on the content of the proposal

1. Language of Proposals - The proposals, all correspondence and documents enclosed as part of the proposals should be in English.
2. The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted

with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3. Validity of the information

- a. If the information submitted by the bidder during the RFP process is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the bidding process or any time during the tenure of the contract, including the extension period if any, KMRL has the right to terminate the contract and initiate penal action against the bidder.
- b. In case of such termination and penal actions, KMRL shall reserve the right to seek penalty to cover the cost of damages including the cost of providing similar services as per contract

4. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. KMRL's interest is in the quality and responsiveness of the proposal.

5. Non-Conforming Proposals - Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the technical requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming. In addition, KMRL will not consider for evaluation proposals that are "canned" presentations of promotional materials and that do not follow the format requested in this RFP or do not appear to address the particular requirements of KMRL as described in different sections of this RFP or do not appear to address the particular requirements of KMRL for IaaS services for SAP ERP solution.

2.5. The procedural conditions

1. Late bids

- a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.
- b. KMRL may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by intimating all bidders who have received the bid documents from KMRL, through email, in which case all rights and obligations of the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2. Withdrawal and modifications of Proposals

- a. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission
- b. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with all the terms and conditions of this RFP.
- c. No proposal submitted by the bidders may be withdrawn either partially or fully in the interval between the deadline for submission of proposals and the expiration of the validity period.
- d. If a bidder intends to withdraw the proposal before the validity period the bidder can do so by forfeiting the EMD
- e. The responses given by the bidders to queries from KMRL during the evaluation will be considered as part of the proposal

2.6. Conflict of Interest

1. A bidder shall not have a conflict of interest that may affect the Selection Process or provisioning IaaS services for SAP ERP solution to KMRL. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, KMRL shall appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to KMRL for, *inter alia*, the time, cost and effort of KMRL including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available KMRL hereunder or otherwise.

2. The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with KMRL. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

2.7. Disqualification of Bids/Proposals

1. The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder
2. Violation of the technical process
 - a. Commercial Proposal is submitted along with the Technical proposal
 - b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal
 - c. Bidders may specifically note that while processing the Bid documents, if it comes to KMRLs knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this contract
 - d. In case any one party submits multiple Bids , the bidders are likely to be disqualified, unless additional Bids are withdrawn
3. Noncompliance to the conditions of the bidding process
 - a. The Bid documents are not signed, stamped and submitted in original as per guidelines of the RFP
 - b. The required EMD has not been paid as per the guidelines.
 - c. The Bid validity period is shorter than the required period
 - d. The Bid is not submitted in accordance with this document

- e. During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices
 - f. The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract
 - g. Bid is received in incomplete form
 - h. Bid is not accompanied by all requisite documents duly signed, stamped and submitted in original copies.
4. Non responsive Content of the proposal
- a. Information submitted in Technical offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
 - b. The deliverables as given in the Technical solution should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid
5. Inability to respond in accordance with the bidding guidelines
- a. The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its conditions
 - b. Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by KMRL.
6. Consequences of disqualification
- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
 - b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with the KMRL will be entertained.
 - c. Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.

- d. Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.
- e. If the disqualification is for the reasons of fraudulent or corrupt practice, KMRL has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

3. Proposal Preparation Guidelines

3.1. Suggested format for Technical Proposal

- 1) Covering Letter (See Annexure 3)
- 2) Conflict of Interest Undertaking Statement (See Annexure 5)
- 3) Declaration of Government Regulation (See Annexure 6)
- 4) Declaration of Satisfactory Performance (See Annexure 7)
- 5) Company General Information Statement (See Annexure 8)
- 6) Company Commercial Information Statement (See Annexure 9)
- 7) Company Profile (In the bidder's format)
- 8) Mandatory Requirements Declaration
As provided in chapter 4.1 (Technical Evaluation Mandatory points).
Provide proof of documents wherever applicable.
- 9) Optional Requirements Specification
As provided in chapter 4.2 (Technical Evaluation Optional points).
Provide proof of documents wherever applicable.
- 10) Bidders Solution, mapped to KMRL requirements. See Annexure 1

3.2. Suggested format for Commercial Proposal

- 1) Follow the Commercial Evaluation Criteria.
Refer Chapter 4.3
- 2) Please use ONLY the standard format KMRL provides in this RFP.
See Annexure 2 (Bill of Material)
- 3) In case if any other cost component is there from the bidder, this can be added at the end of the Bill of Material.

3.3. General Conditions for Technical Proposal

1. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
2. The Technical Proposals must be direct, concise, and complete. Any information not directly relevant to this RFP should not be included in the proposal. KMRL will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, KMRL is making available an electronic version of this RFP.
3. KMRL is also open to any suggestions that the bidder may want to render with respect to provisioning of IaaS services for SAP ERP solution and the best practices to be adopted in the light of their expertise or experience from similar assignments.
4. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
5. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments
6. The technical proposal must not contain any price information.

3.4. General Conditions for Commercial Proposal

1. The commercial proposal should include the covering letter as per the format provided in the annexure.
2. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
3. For the purpose of costing, the bidders are requested to take the Head Quarters of KMRL at Ernakulam, Kerala as the party availing the IaaS services provided by the bidder
4. The bidder is expected to price fully in the commercial proposal for all the services being provided by it to KMRL. Any assumptions about possible future recovery of the under-priced items shall be at the risk of the bidder.
5. The bidder should provide all prices, quantities as per the prescribed formats. Prices shall be quoted entirely in Indian Rupees. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (zero) in all such fields.
6. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable.
7. If, during the Contract Period, there is any change in the applicable Laws in India with respect to taxes and duties quoted in the commercial proposal which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.
8. KMRL reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.

9. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the IaaS services being provided. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.
10. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the KMRL.

4. Proposal Evaluation Method

4.1. Minimum Eligibility Criteria

The bidder will qualify for technical evaluation ONLY IF ALL OF THE FOLLOWING mandatory criteria are satisfied:

- 1) The bidder should have been providing the cloud services for at least three consecutive calendar years prior to the date of issue of this RFP

Attach certificate of commencement of business of equivalent documents

- 2) DC and DR should conform to at least Tier III standards, preferably certified under TIA 942 or Uptime Institute certifications.

Attach Certification Document

- 3) Bidder should provide dedicated bandwidth on High Availability.

Undertaking should be provided

- 4) Bidder should provide flexibility on choosing the virtual infrastructure on a granular level.

Undertaking should be provided

- 5) Bidder should be able to provide options to storage on SAS/SSD.

Undertaking should be provided.

- 6) Support should be available for 24*7 and can be contacted via email/web/phone and the bidder to provide details (name, phone, email) of a dedicated customer relationship officer.

Undertaking should be provided along with the contact details.

- 7) Assured protection with security built at multiple levels with the proposed Data Center and Disaster Recovery Center Facilities certified for the latest version of ISO 27001.

Attach Certification Document. Also, undertaking should be provided.

- 8) Bidder should have at least two data centers available in geographically distant location falling under different seismic zones.
Provide the support documents for both the data centers
- 9) Bidder should provide KMRL the same cloud datacenter services quoted in their technical proposal. After selected as L1, the bidder is not expected to choose another cloud service provider's solution.
Undertaking should be provided indicating the name of the solution.
- 10) Bidder should make the DC and DR (both on cloud) available in India from the date of signing of the contract.
(Provide Datacenter certificate /undertaking)
- 11) Bidder should be able to provision the storage space, server with OS within **6 calendar days** from the date of receipt of the Purchase Order.
(Undertaking should be provided)
- 12) The bidder should have been hosting at least 2 live SAP DC projects on Cloud
(Provide work orders/client certificate)
- 13) The bidder should be able to transfer data from their servers to any other cloud service provider / any on-site or cloud machines at any given point of time seamlessly, without ANY DATA LOSS and additional charges.
(Undertaking should be provided)
- 14) The BIDDER is required to provide escort on a 24X7 basis for the visitors pre-approved by the authorized customer representative. The

BIDDER is required to issue gate-pass for facilitating such visit. The visitor entry and exit would be properly documented and the same should be available at any given point of time for review and inspection. The material entry would be permitted only on pre-approval received from the authorized customer representative
Undertaking should be provided

4.2. Technical Evaluation Optional Points

Description	Answer	Marks
Business Stability & Experience		
1. No of years of Operation Proof: Certificate of Incorporation copy	0-5 >5	0-25 25
2. Number of govt. DC projects on Cloud Proof: Testimonials received within last 6 months	0-5 >5	0-25 25
3. Number of SAP DC projects on Cloud Proof: Testimonials received within last 6 months	0-3 >3	0-15 15
4. Average turnover in the last 3 financial years (12-15) Proof: Certificate from Auditor-CA/CEO/CO/CS shall be attached	<10 Cr 10-30 Cr >30 Cr	0 5 10
Datacenter Management		
1. No of Tier-III certified Cloud Datacenter Proof: Datacenter Certificate copy	0-3 >3	0-15 15
2. No of Tier-IV certified Cloud Datacenter Proof: Datacenter Certificate copy	0-2 >2	0-20 20
3. DC Uptime percentage in the last 4 quarters Proof: Data from a reliable published source	<99.5% 99.5-99.9% >99.9%	0 5 10
4. DC PUE (Power Utilization Effectiveness) ratio Proof: Self Declaration	<1.5% 1.5-2.0% >2.0%	10 5 0
5. Hosting in the best Seismic Zone (In India) Proof: Certified by agency with self-declaration	4-5 2-3 1	5 10 15
6. SAP Certified UNIX, LINUX or Windows Latest ver. Proof: Proof of document with self-declaration	N N-1 N-2	3 2 1
Deployed Manpower		
1. Number of ITIL certified professionals Proof: Invoice copies from Service Providers	0-3 >3	0-3 3
Networking		
1. IP Peering Relationship Proof: Invoice copies from Service Providers	0-3 >3	0-15 15
Certification		
1. ISO 9001	Yes	5

Proof: Certificate copy	No	0
2. ISO 20000 <<Service Delivery>>	Yes	5
Proof: Certificate copy	No	0
3. SAP Certified in Infrastructure Operation Service	Yes	5
Proof: Certificate copy	No	0
4. CERT-In Empanelment	Yes	5
Proof: Certificate copy	No	0

Minimum 70% marks is required to get qualified for financial evaluation

4.3. Commercial Evaluation Criteria

- 1) The bidders who satisfy all of the minimum eligibility criteria will be considered for technical evaluation.
- 2) All the bidders who qualify with minimum 70% marks in the technical evaluation process will be considered for financial evaluation.
- 3) The Commercial proposal would be opened in the presence of all the bidders who are qualified and choose to be present for the opening.
- 4) There will not be any weightage given to the Technical scores. The bidder who has quoted the lowest (L1) total commercial price will be considered for award of contract. In case L1 bidder is not able to sign the contract within the stipulated time, the next lowest bidder will be considered for the award of the contract.
- 5) If more than one bidder is found to qualify as the L1 bidder, the bidder with highest technical score, will be considered for award of the contract.

5. Service Management and Provisioning Requirements

1. Service Management and Provisioning requirements address the technical requirements for supporting the provisioning and service management of the IaaS Service Offerings proposed for SAP ERP project. Service provisioning focuses on capabilities required to assign services to users, allocate resources, and services and the monitoring and management of these resources.
2. Service Provisioning
 - a. Provide the ability to provision virtual machines, storage and bandwidth dynamically (or on-demand), as requested.
 - b. Enable Service Provisioning via customizable online portal/interface (tools).
 - c. Enable Service Provisioning via Application Programming Interface (API).
 - d. Secure provisioning, de-provisioning and administering [such as SSL (Secure Sockets Layer) / TLS (Transport Layer Security) or SSH (Secure Shell)]
 - e. Support the terms of service requirement of terminating the service as per terms and conditions mentioned in draft contract.
 - f. Provide a custom webpage and associated Uniform Resource Locator (URL) that describes the following:
 - i. Service Level Agreements (SLAs)
 - ii. Help Desk and Technical Support
 - iii. Resources (Documentation, Articles/Tutorials, etc.)
 - g. Make the management reports described in this Annexure accessible via online interface. These reports shall be available for one year after being created.
3. Service Level Agreement(SLA) Management
 - a. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.9%, SLA measured at the VM Level & SLA measured at the Storage Levels
 - b. Document and adhere to the SLAs to include:
 - i. Service Availability (Measured as Total Uptime Hours / Total Hours

within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.9%)

- ii. In case of a down time, more than what is promised; the CSP will be liable to pay penalty to KMRL. The penalty clause has to be included in the SLA.
 - iii. Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime, describe the outage including description of root-cause and fix.
 - iv. Service provisioning and de-provisioning times (scale up and down) in near real-time
- c. Helpdesk and Technical support services to include system maintenance windows

4. Operational Management

- a. Manage the network, storage, server and virtualization layers, to include performance of internal technology refresh cycles applicable to meet SLAs
- b. Provide a secure, dual factor method of remote access which allows the KMRL designated personnel (privileged user) the ability to perform duties on the hosted infrastructure
- c. Upgrade and periodically replace hardware without financial impact to KMRL. All the data within it shall be immediately deleted/destroyed and certify the VM and data destruction to the KMRL as per stipulations and shall ensure that the data cannot be forensically recovered.
- d. OS level vulnerability management – all OS images created within the cloud platform are regularly patched with the latest security updates
- e. Provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements as described in Security Requirements
- f. Monitor availability of the servers, CSP -supplied operating system & system software, and CSP's network
- g. Cloud Infrastructure systems should be patched up to the latest or N-1 or

N-2 updates as per the industry best practices.

- h. Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools
- i. CSP should perform/provide the following ITIL based managed Services for CSP provisioned infrastructure including VMs:
 - i. Asset management: CSP should track the status, location and usage “ownership” of Services Component hardware and software, including tracking and monitoring of CSP provided OS licenses and provide on request, a list of assets utilization;
 - ii. Event management: CSP should provide management of events, excluding application/database alerting, throughout their life cycle including auto ticketing with monitoring integrated into event management and event management integrated into Incident, problem and change system. Events may be changes of state that have significance for the management of a customer VM or for an element of the Services;
 - iii. Incident Management: CSP should provide management of the lifecycle of all unplanned interruptions and reductions of Services quality (incidents). The primary objective of Incident Management is to return the KMRL Services to full operation;
 - iv. Problem Management: CSP should provide support for the detection, reporting, and correction of problems (causes of one or more incidents) that impact the KMRL resources. Once problems have been rectified, root cause analysis is performed and appropriate adjustments are recommended and implemented;
 - v. Service Request Management: CSP should provide a Service Catalog and allow for automated service requests and change management via the Cloud Web Portal.
- j. Comply with technology refresh requirements as required by KMRL to ensure security requirements and service level agreements (SLA) are met
- k. Comply with the KMRL requirements that software within the CSP’s

boundary will never be more than two versions behind.

5. Data Management

- a. Manage data isolation in a multi-tenant environment.
- b. Transfer data back to KMRL, either on demand or in case of contract termination.
- c. Manage data permanence throughout the data lifecycle.
- d. Provide security mechanisms for handling data at rest and in transit.
- e. In case of termination of services, either premature or at the end of the contract period, CSP shall support KMRL in migration of the VMs and data to the new environment created by the KMRL or on alternate cloud service provider's facility and certify the VM and data destruction to the KMRL as per stipulations and shall ensure that the data cannot be forensically recovered.
- f. CSP shall not delete any data at the end of the agreement without the express approval of the KMRL.
- g. If KMRL scales down the infrastructure services, CSP is responsible for deleting or otherwise securing KMRL's Content/data prior to VM deletion and in case deleted, shall ensure that the data cannot be forensically recovered.

6. User/Admin Portal Requirements

- a. Utilization Monitoring: Providing automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.
- b. Issues Management- Providing Issue Ticketing via customizable online portal/interface (tools), Providing Issue Ticketing via API.

6. Performance Bank Guarantee

1. The successful bidder shall at their own expenses deposit with KMRL, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to KMRL payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of the contract for a year. All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
3. The Performance Bank Guarantee shall be valid till 3 months after the completion of the support and maintenance period.
4. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of support and maintenance period, the Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by KMRL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
5. In the event of the bidder being unable to service the contract(s) for whatever reason, KMRL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KMRL under the contract in the matter, the proceeds of the PBG shall be payable to KMRL as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract. KMRL shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
6. KMRL shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7. Payment Details

7.1. Period of validity of Bids

1. For the purpose of entering into a definitive contract for the IaaS services for KMRL, as proposed by the bidder, the proposals shall be valid for a period of Ninety Days from the last date for submission of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.
2. On completion of the validity period, unless the bidder withdraws its proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
3. In exceptional circumstances, at its discretion, KMRL may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing by email.
4. On signing of the contract, the prices quoted in the commercial proposal for different services will be valid for the period of three years from the date of signing of the contract, executed between the successful bidder and KMRL.

7.2. Invoicing Details

1. Bidder may submit the invoices for the actual usage of cloud at the end of every month to KMRL.
2. The invoice price should be matching with the Purchase Order issued to the bidder or lesser based on the present market condition.
3. All prices on the invoice should be in Indian Rupees.

7.3. Payment Details

1. The bidder should also mention the full bank account details, to which payment has to be processed.

2. KMRL would be making the payment within thirty working days from the date receiving the Invoice, subject to statutory deductions and satisfactory services as per the contract.

8. Annexures

8.1. Annexure 1: Requirements

A. SAP Requirements

A1. SAP: Server Requirements						
Server Description	SAP at 65% CPU	RAM (GB)	OS & SWAPP (GB)	Disk (GB) - Db.	IOPS	
TRAINING ERP IDES Server 8GB	2,500	20	146	300	375	
DEV SAP ERP	2,500	20	146	500	375	
DEV SAP BW	2,500	20	146	300	375	
DEV SAP Portal	2,500	20	146	300	375	
DEV SAP NetWeaver Process Orchestration	2,500	20	146	300	375	
DEV SAP SRM	2,500	20	146	300	375	
DEV SAP Content server	2,500	20	146	100	375	
DEV SAP BusinessObjects BI	4,000	32	146	300	600	
QLY SAP ERP	3,000	24	146	500	450	
QLY SAP BW	3,000	24	146	300	450	
QLY SAP Portal	3,000	24	146	300	450	
QLY SAP NetWeaver Process Orchestration	3,000	24	146	300	450	
QLY SAP SRM	3,000	24	146	300	450	
QLY SAP BusinessObjects BI	4,000	32	146	300	600	
PROD SAP ERP (DB + Central Inst. + App.) HA	13,650	109	438	700	2048	
PROD SAP BW (DB + Central Inst. + App.) HA	5,720	47	438	700	858	
PROD SAP SRM (DB + Central Inst. + App.) HA	6,500	52	438	700	975	
PROD SAP Portal (DB + Central Inst. + App.) HA	12,675	101	438	500	1901	
PROD SAP BusinessObjects BI	8,000	64	146	400	1200	
PROD SAP Process Orchestration	2 cores	64	146	400	750	
PROD SAP Content server	2,500	24	146	500	375	
PROD SAP NetWeaver foundation	2 cores	32	146	200	750	
PROD Solution Manager	3,000	24	146	200	450	
PROD Backup Server	4,000	32	146	1024	600	

A2. SAP: Upload/Download Requirements

Clarity on Upload / Download charges if any is required.

Most of the cloud providers provide Upload totally free.

For download, some charge after certain number of GBs per month per instance.

A3. SAP: Internet Bandwidth Requirements

To begin with, KMRL SAP users will be accessing SAP using Internet.

At a later stage, MPLS (Multiprotocol Label Switching) can be used which is more secure and reliable.

Suggested Bandwidth for the Internet is 4 mbps.

Provide with redundancy (ensure availability of 2-3 telecom service providers)

Guaranteed 99% uptime, supported by SLA.

A4. SAP: Firewall Requirements

Firewall should have UTM (Unified Threat Management) functionality.

Firewall should have a minimum 1 GBPS Throughput.

Firewall should be with High Availability.

Firewall can be purchased by paying the lump sum amount or by subscribing as IaaS model.

A5. SAP: SAP OS Requirements

Description
RHEL 6.0 or higher for AMD64 & Intel EM64T with Standard Support *
RHEL 6.0 or higher for AMD64 & Intel EM64T with Premium Support *

* Standard Support: - Standard Business Hours 8 hours a day, excluding weekends

* Premium Support: - Standard Business Hours with 24*7 for Severity 1 & 2

The RHEL licenses are against the design proposed for the SAP landscape mentioned in the table A1

The number of RHEL licenses that needs to be purchased should be suggested by the Service Provider.

The RHEL licenses should be in the name of KMRL, including the subscription
 Bidder will be initiating OS support activities (Managed services for OS Maintenance & Support) on the server on top of RHEL support, if required. Most of the providers do not charge separately for this.

A6. SAP: Ethernet Switch Requirements
Description
Ethernet Switch with 24 port 10/100/1000

Ethernet Switch should be configured in High Availability.

Redundancy should be ensured.

Stacking should be supported.

Switch can be purchased by paying the lump sum amount or by subscribing as IaaS model.

A7. SAP: Backup Requirements
Description
Database and SAP Instance should be backed up <ul style="list-style-type: none"> Daily Incremental and Weekly Full One Month Retention is required.

B. DMS Requirements

B1. DMS Servers				
Server	CPU (64bit)	Cores	RAM	HDD
Application Server	Min 2.2 GHz 64 bit	16	64 GB	4 TB usable (3 separate volumes) with minimum 500 IOPS
Database Server	Min 2.2 GHz 64 bit	16	64 GB	
Document Management Server	Min 2.2 GHz 64 bit	16	64 GB	

C. STORAGE Requirements

Storage Space Requirement is **1 TB** + Additional **200 GB**. Bandwidth required is **2 MBPS**.

8.2. Annexure 2: Bill of Material

A. SAP Requirements

A1. SAP: Server Charges		
Description	Proposed Configuration	Rates per hour
TRAINING ERP IDES Server 8GB		
DEV SAP ERP		
DEV SAP BW		
DEV SAP Portal		
DEV SAP NetWeaver Process Orchestration		
DEV SAP SRM		
DEV SAP Content server		
DEV SAP BusinessObjects BI		
QLY SAP ERP		
QLY SAP BW		
QLY SAP Portal		
QLY SAP NetWeaver Process Orchestration		
QLY SAP SRM		
QLY SAP BusinessObjects BI		
PROD SAP ERP (DB + Central Inst. + App.) HA		
PROD SAP BW (DB + Central Inst. + App.) HA		
PROD SAP SRM (DB + Central Inst. + App.) HA		
PROD SAP Portal (DB + Central Inst. + App.) HA		
PROD SAP BusinessObjects BI		
PROD SAP Process Orchestration		
PROD SAP Content server		
PROD SAP NetWeaver foundation		
PROD Solution Manager		
PROD Backup Server		
Total Cost (per hour)		₹

A2. SAP: Upload/Download Charges		
Description	FoC till xGB per month/instance	Charges per GB/month/instance
Upload charges, if any	GB	₹
Download charges, if any	GB	₹
Total Charges		₹
Notes:- <ul style="list-style-type: none"> If you offer free upload/download until certain number of GB, mention it in the 2nd column If you have any monthly charges above the free limit, mention that in the third column 		

A3. SAP: Internet Bandwidth Charges	
Description	Per 4 mbps
Internet Bandwidth monthly charges, if any	₹
Notes:- <ul style="list-style-type: none"> Internet should be provided with Redundancy (at least availability of 2 telecom service providers) Guaranteed uptime percentage of 99, supported by SLA 	

A4. SAP: Firewall Charges		
Description	Brand & Model #	Monthly Charges
Firewall with <ul style="list-style-type: none"> UTM (Unified Threat Management) functionality Throughput minimum 1 GBPS High Availability 		

A5. SAP: SAP OS Requirement		
Description	Proposed Configuration	Support rate for 3 years
RHEL 6.0 or higher for AMD64 & Intel EM64T with Standard Support (Standard Business Hours 8 hours a day, excluding weekends)		
RHEL 6.0 or higher for AMD64 & Intel EM64T with Premium Support (Standard Business Hours with 24*7 for Severity 1 & 2)		
Managed services for OS Maintenance & Support from the bidder (if any)		
<i>Total</i>		
Notes:- <ul style="list-style-type: none"> The RHEL licenses should be in the name of KMRL, including the subscription. The RHEL licenses are against the design proposed for SAP landscape mentioned in the table A1 Need to clearly list out the areas covered for Managed Services by the bidder, if proposes. 		

A6. SAP: Ethernet Switch Charges		
Description	Brand & Model #	Monthly Charges
Ethernet Switch with <ul style="list-style-type: none"> • 24 port 10/100/1000 • Redundancy Ensured • Configured in High Availability • Support Stacking 		

A7. SAP: Backup Solution Charges		
Description	Proposed Details	Monthly Charges
Backup Facility Charges for <ul style="list-style-type: none"> • Daily Incremental and Weekly Full • Minimum One Month Retention 		

A8. SAP: Storage Charges		
Description	Proposed Configuration	Monthly Rates
		Prices
8.7 TB Storage with IOPS as mentioned in SAP Req.		

A. SAP: Total Charges	
Description	Prices
<i>Total charges of SAP Requirements (without discount & taxes)</i>	
<i>Special Discount Percentage extending to KMRL</i>	
<i>Less Discounted Value</i>	
<i>Taxes (Indicate applicable rates)</i>	
<i>Total Value</i>	

B. DMS Requirements

B1. DMS: Server Charges				
Description	Proposed Configuration	Rates per hour		
Server CPU Min 2.2 GHz 64 bit, 16 Cores, 64 GB RAM, Quantity 3				
Description	Proposed Configuration	Rates for a month		
		SATA	SAS	SSD
1 TB usable space (with min 500 IOPs): Quantity 3				

* For bid evaluation purposes, rate quoted for SSD only will be considered.

C. STORAGE Requirements

C1. STORAGE: Media Charges				
Description	Proposed Configuration	Monthly Rates		
		SATA	SAS	SSD
1 TB Storage space				
Addl 200 GB space				

* For bid evaluation purposes, rate quoted for SSD only will be considered.

Grand Total	
Description	Prices
Total Charges of A (SAP Requirements)	
Total Charges of B (DMS Requirements)	
Total Charges of C (Storage Requirements)	
Grand Total Amount	

(The financial bid evaluation will be done individually for item A, B and C and KMRL may select the lowest bidder in each category for award of the contract)

Notes:

- Mention Special Discount Percentage for KMRL, if any in the quoted price itself:
- Provide same price for a period of 3 years with the above mentioned discount – means if the provider's standard rates are reduced, then the bidder should pass the benefit to KMRL by applying discount on the new price.

8.3. Annexure 3: Proposal Covering Letter

(Company letter head) [Date]

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Ref: Providing IaaS Services for SAP ERP to KMRL

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the IaaS services for the SAP ERP solution to KMRL as required and outlined in the RFP.

We attach hereto the bid technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and KMRL or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and KMRL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the KMRL is true, accurate, complete and verifiable. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead KMRL as to any material fact in its evaluation and short listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be

dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing IaaS services for SAP ERP to KMRL.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 201

(Signature) _____ (In the capacity of) _____

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

[The Company's name]

Name

Title

Signature

Date _____

(Name and Address of Company) Seal/Stamp of the Company

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Company Name>....., and that<Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

(Seal here)

Date _____

8.4. Annexure 4: Deleted

8.5. Annexure 5: Conflict of Interest

(Company letter head)

[Date]

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sir,

Sub: Undertaking on Conflict of Interest in Providing IaaS Services for SAP ERP to KMRL

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with KMRL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold KMRL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by KMRL and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

8.6. Annexure 6: Declaration on Government Regulation

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sub: Compliance to government Regulation in Providing IaaS Services for SAP ERP to KMRL

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by Government of Kerala or any organization belonging to Government of Kerala, or any department of Government of India or any of the organizations, or public enterprises of Government of India which shall have a material adverse impact on our ability to enter into this contract or provide services as agreed upon.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

8.7. Annexure 7: Declaration of Satisfactory Performance

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sub: Declaration of satisfactory performance in Providing IaaS Services

Dear Sir,

We confirm that our company has, during the last three years, neither failed to perform on any agreement for IaaS services, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

8.8. Annexure 8: Declaration of Company General Information

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sub: Proposal for Providing IaaS Services for SAP ERP to KMRL

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Registered Office in India	
PAN Number	
Service Tax Number	
Supporting Documents Certificate of Incorporation from Registrar of Companies (ROC), MOA Scanned copy of PAN card Scanned copy of Service Tax Registration	

Signed by auditor/Company Secretary/CEO/ CFO of the company

Designation

Company Seal

8.9. Annexure 9: Declaration of Company Financial Information

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Director (System),

Kochi Metro Rail Limited,

Revenue Tower, 8th Floor, Park Avenue,

Ernakulam -682011

Sub: Proposal for Providing IaaS Services for SAP ERP to KMRL

Commercial Information			
	FY 2013-14	FY 2012-13	FY 2011-12
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Revenue from IT Services (in INR crores)			

Signed by the auditor/Company Secretary/CFO/CEO of the company

Designation

Company Seal

8.10. Annexure 10: EMD (Earnest Money Deposit) Format

(Demand Guarantee)

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant,
 - (i) has failed to execute the contract agreement, or
 - (ii) has failed to furnish the performance security,, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature]

8.11. Annexure 11: PBG (Performance Bank Guarantee) Format

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,

KMRL

Dear Sir,

1. In consideration of The Director (System) Kochi Metro Rail Limited (KMRL), having its office at Revenue Tower, 8th Floor, Park Avenue Ernakulam Kerala, India – 682011 (hereinafter referred to as 'KMRL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the LOI dated _____ with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and KMRL having agreed that the CONTRACTOR shall furnish to KMRL a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of 10% of the contract _____ (Indian Rupees/) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by KMRL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal,

Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by KMRL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that KMRL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that KMRL may have in relation to the Contractor's liabilities.
4. The Bank further agrees that KMRL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in KMRL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of KMRL or any indulgence by KMRL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of KMRL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till KMRL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of KMRL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the Courts of Kochi.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until_____.(indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of KMRL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of KMRL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of20__ at

WITNESS NO. 1

(Signature)

Full name and official

Address (in legible letters)

With Bank stamp

Attorney as per power of

Attorney No.....

(Signature)

WITNESS NO. 2

Dated.....

(Signature)

Full name and official

Address (in legible letters)