



**Request for Proposal for
the Google Workspace Business Starter- Annual Plan Renewal**

RFP Ref. No. KFC/IT/E-Tender/02/2024-25 dated 27.09.2024

Last date for submission of proposals: 11.10.2024 up to 04:00 PM

This RFP document will be available for downloading at
<https://www.etenders.kerala.gov.in>

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SCHEDULE OF EVENTS FOR SUBMISSION OF BIDS

Name of the Organization	Kerala Financial Corporation
Type of the Organization	State Financial Corporation
RFP Ref. No.	KFC/IT/E-Tender/02/2024-25
Description of Work	Google Workspace Business Starter-Annual Plan Renewal
Tender Document Fee (Non-Refundable)	Rs.1,000/- + GST @ 18%
RFP Issuance Date	27.09.2024
Last Date of Submission of Queries / Clarifications	30.09.2024 up to 05.00 PM
Last Date for Submission of Bids	11.10.2024 up to 04.00 PM
Financial Bid Opening Date	14.10.2024 at 11.00 AM
Name & Details of the Contact Person	Shri. Adarsh R Deputy General Manager(IT), IT Department, Kerala Financial Corporation, Head Office, Vellayambalam, Thiruvananthapuram, Kerala - 695033 Ph: 04712737540 Mob:+919496030127 Email id:adarshr@kfc.org
Website from which RFP can be downloaded	https://www.etenders.kerala.gov.in
Submission of tender and remittance of fee	Please visit the General Tender Terms & Conditions for e-Procurement section

Note: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

Notice Inviting E- Tender

This tender is an e-Tender and is being published online for the Google Workspace Business Starter- Annual Plan renewal. The documents may be downloaded from the website <https://www.etenders.kerala.gov.in>.

Application for this RFP supported by prescribed annexure shall be submitted through the e-procurement portal of the Government of Kerala. The bid applications will be received till 04.00 PM on 11.10.2024. The bidder must submit their application complete in all respects as per instructions contained in the tender document on or before the closing date and time. The bidders are advised to keep visiting the website <https://www.etenders.kerala.gov.in> from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the RFP document complete in all respects including updates thereof, if any. An incomplete application is liable for rejection. Applications received through modes of communication other than the prescribed mode shall be treated as invalid and rejected.

The Kerala Financial Corporation reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in the KFC. The Chairman & Managing Director, KFC reserves the right to reject any or all prospective application without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

Managing Director
Kerala Financial Corporation

Thiruvananthapuram

27.09.2024

1. INTRODUCTION

1.1 About Kerala Financial Corporation

Kerala Financial Corporation (KFC), incorporated under the State Financial Corporations Act of 1951, is a public sector enterprise under the administrative control of Government of Kerala with the objective of promoting Industrialization of the State by extending financial assistance to Micro, Small and Medium Enterprises in the manufacturing and service sectors. The financial assistance is provided in the form of term loans, working capital loans and special schemes. The organizational structure of the Corporation consists of 22 Branch Offices across Kerala with its Head Quarters at Thiruvananthapuram and Zonal Offices at Kozhikode, Ernakulam & Kollam.

1.2 Introduction to RFP Document

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Kerala Financial Corporation (hereafter referred to as "Corporation") to select a suitable firm for renewal of annual plan for Google workspace Business Starter plan for 250 Users license along with the purchase of an additional 30 licenses, bringing the total to 280 licenses. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Corporation and any successful Bidder as identified by the Corporation, after completion of the selection process as detailed in this document.

1.3 Disclaimer

The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. The Corporation does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document, which may become apparent. The Corporation in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Corporation's Website and it will become part and parcel of RFP.

The RFP is not an offer by the Corporation, but an invitation for bidders' responses. No contractual obligation on behalf of the Corporation, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Kerala Financial Corporation and the Bidder.

The Corporation reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Corporation shall be final, conclusive and binding on all the parties.

1.4 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent” or “Bidder”) and no other person or organization.

2. Project Overview & Objectives

KFC intends to renew the Google Workspace Business Starter Annual Plan for the existing 250 user licenses, along with the purchase of an additional 30 licenses, bringing the total to 280 licenses

3. Scope of Work

Upon completion of the bidding process and issuance of the work order to the selected vendor, the vendor awarded the Annual Maintenance Contract (AMC) will be responsible for renewing the Google Workspace Business Starter Annual Plan, which includes 250 user licenses. Additionally, the vendor will facilitate the procurement of 30 new licenses, bringing the total to 280 licenses. The agreed-upon rate in the proposal should also accommodate future license requirements

4. Terms & Conditions for e-Procurement

The tender is invited from the registered and eligible firms through the e-procurement portal of Government of Kerala(<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender timeline is available in the ‘Schedule of Events for Submission of Bids’ of this RFP published in <https://www.etenders.kerala.gov.in>.

4.1 Online Bidder Registration Process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on <https://www.etenders.kerala.gov.in> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-257 7088, 2577188, 257 7388 or 0484-233 6006, 233 2262 and through email: etendershelp@kerala.gov.in for any assistance in this regard.

4.2 Online Tender Process:

The tender process shall consist of the following stages:

i) Downloading of tender document: Tender document will be available for download on <https://www.etenders.kerala.gov.in>.

ii) Publishing of Corrigendum: Corrigendum (if any) shall be published on <https://www.etenders.kerala.gov.in> and shall not be available elsewhere.

iii) Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <https://www.etenders.kerala.gov.in>. All documents in support of bid (Pre-qualification, & Financial bid) shall be submitted online. All documents must bear the signature of the authorized signatory along with an official stamp on every page. Failure to submit the documents online will attract disqualification. No manual submission of bid is allowed and manual bids shall not be accepted.

iv) Opening of Financial Bids: The evaluation of the financial bid will be done on the date and time mentioned in 'Schedule of Events for Submission of Bids'.

4.3 Documents Comprising Bid:

Pre-Qualification and financial proposal shall contain scanned copies of documents which is detailed in annexures (Ref. Table of Contents).

The Corporation doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Bidder shall complete the Price bid as per format given for download along with this tender.

The proposal shall detail the services and facilities available with the package for each single user /account.

The financial bid shall be submitted in the BoQ format.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name; otherwise, price bid will not get uploaded. The bidder should fill in details in the same file and upload it back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and shall be rejected. All the rates quoted in the financial bid should be excluding GST.

4.4 Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Pre-qualification, and financial bid online on <https://www.etenders.kerala.gov.in> along with online payment of tender document fee.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

1.1. The Vendors shall submit the copy of following documents as a part of the Bids:

1.1.1. Registration certificate/ Certificate of Incorporation of the firm

- 1.1.2. Google authorized Partner Certificate.
 - 1.1.3. Purchase Order of other Government organization for offering Google Work space subscription/renewal
 - 1.1.4. GST Registration certificate of the firm.
 - 1.1.5. PAN Card
 - 1.1.6. ISO QMS 9001:2015 certificate
 - 1.1.7. Documentary proof for MSME registration, if claiming the relaxation provided herein.
- 1.2. By Submission of bids, the vendors acknowledge that
- 1.2.1. The rates quoted are not more than the rates charged from any other Institution / Department / Organization.
 - 1.2.2. I/We have gone through the terms & conditions stipulated in the bid document and confirm to abide by the same.
 - 1.2.3. No other charges would be payable by Prospect.

General conditions of bid:

- a) Not more than one bid shall be submitted by the bidder.
- b) The bid submitted by the bidder is not transferable.
- c) The tender document for the bid shall be prepared in English.
- d) The tender document, its connected documents/ deliverables submitted by the bidder shall be the property of the Corporation.
- e) The bidder shall raise no claim as to the ownership or possession of the same.
- f) The Corporation is free to cancel the e-tender at any point prior to awarding of contract. In that case, the Corporation shall not be responsible for any damages to the bidder.
- g) The Corporation is at liberty to withdraw the e-tender without any liability to the bidder at any point of time. In such case no reason for withdrawal shall be attributed by the Corporation.

5. Overview of the Selection Process:

The bidder selection process would comprise of the following stages.

5.1 Issue of RFP

The Corporation will issue the RFP document.

5.2 Submission of Queries

Each Recipient should notify the Corporation of any error, fault, omission, or discrepancy found in this RFP document but not later than the last date of submission of queries / clarifications specified in the "Schedule of Events for Submission of Bids". The bidder may request a clarification on any clause of the RFP document within this date. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to it@kfc.org (Subject of the email should be "RFP No. KFC/IT/E-Tender/02/2024-25 dated 27.09.2024"). The Bidder is requested to collate and submit queries together to seek clarifications / responses from the Corporation. No individual or personal enquiry through any other mail would be attended.

5.3 Issue of Corrigendum to RFP, if required

Any modification of the RFP, which may become necessary as a of the queries raised, shall be made public by the Corporation, after exercising its discretion, exclusively through the issue of an Addendum/Corrigendum published in the e-tender website <https://www.etenders.kerala.gov.in>. At any time before the last date of submission of bids, the Corporation may amend the RFP by issuing an addendum and hosting it in the e-tender website. The addendum will be binding on all the bidders. To give bidders reasonable time to take an amendment in their proposals, the Corporation may, if the amendments being substantial extend the deadline for the submission of the proposals.

5.4 Submission of Response

The Bidders will submit response to RFP as per the checklist and the format provided in the RFP. The Recipient/Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which the Corporation shall not be held responsible. The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Corporation shall be in English language only.

No bid can be modified by the bidder subsequent to the closing date or as otherwise specified in this RFP and time of submission of bids.

5.5 Tender Fee

The Vendor shall remit an amount of Rs. 1000/- (Rupees thousand only) towards the tender fee online as per the instructions in the e- procurement portal.

Bids without Bid fee shall not be considered.

However, MSMEs with Udyog Aadhar registration or any other body specified by the Ministry of Micro, Small and Medium Enterprises working within the State of Kerala will be exempted from payment of Tender Fee.

5.6 Validity of Proposals Submitted

All Proposals shall be valid for a period of 30 days from the last date of submission of bids mentioned in "Schedule of Events for Submission of Bids". The Corporation will make its best effort to complete the process within this period. However, if need arise the Corporation may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals. Under such circumstance, the Corporation shall not consider such proposal for further evaluation.

5.7 Pre-Qualification Eligibility Assessment

The Bidder needs to comply with all the eligibility criteria mentioned below. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the below given points

for eligibility evaluation. Any credential detail not accompanied by required relevant proofs or documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. The bidders will be short-listed based on the fully matched eligibility criteria. The decision of the Corporation would be final and binding on all the Bidders. The Corporation may accept or reject an offer without assigning any reason what so ever.

S.No	Pre-qualification Eligibility criteria	Document to be provided
1	An office of the vendor must be located in the state of Kerala	Documentary evidence to be submitted.
2	The vendor must be google authorised service provider.	Valid certificate from Google
3	The vendor must have a minimum turnover of INR 50+ lakhs in the last financial year, and audited financial details should be submitted as proof	The bidder must submit a certificate from Company Secretary or a Chartered Accountant, specifying the Net Worth.
4	The vendor must have a minimum of 3 years of experience	Incorporation certificate
5	The vendor must comply with at least one ISO standard certification and submit the relevant certificate	Copy of ISO standard certificate
6	The vendor must have at least one certified "Professional Google Workspace Administrator" on their team, and a valid certification must be provided as proof	Valid certificate from Google
7	Vendors with technical experts holding "Google Workspace Deployment Credentials" will have an added advantage	

5.8 Financial Bid Evaluation

All the rates quoted in the financial bid should be excluding GST. The L1 bidder will be selected and awarded the contract.

5.9 Award of Contract

KFC shall issue the Work Order for Google Work Space Subscription to the selected vendor in writing and shall be communicated by email/post. The selected vendor shall acknowledge the receipt of the Work Order over email and submit a countersigned copy of the work order therein. Conditional or qualified acceptance shall be rejected. The Corporation reserves the right to consider at its sole discretion the late acceptance of the order by selected bidder. The project should be completed

within 15 days from the date of issuance of the work order.

5.10 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Corporation and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within with in thirty (30) days of the award of the Contract or within such extended period, as may be specified by Corporation. The stamp duty / registration charges if any related to execution of the agreements shall be borne by the selected Bidder.

6. Payment Terms

Payment to the vendor shall be made on successful completion of service against invoices with details of each subscription.

All payments required to the selected vendor as service provider shall be made net of all deductions required to be withheld by applicable law and regulation.

The Vendor shall be solely responsible for the satisfaction of any taxes, duties and cess liable to be paid by the Vendor.

The Bidder must accept the payment terms proposed by the Corporation. The financial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Corporation. Any deviation from the proposed payment terms would not be accepted. The Corporation shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Corporation. If any of the items / activities as mentioned in the price bid is not taken up by the Corporation during the course of the assignment, the Corporation will not pay the fees quoted by the Bidder in the price bid against such activity/item.

7. Period of Contract

The Contract shall be for a period of one year.

The Contract shall be extended on mutual agreement subject to the condition that the scope of service and rate remains unchanged.

In the event of any delay in finalizing a contract for the continuing subscription of Google Workspace and services after the completion of the contract period herein, this contract shall continue to be in effect and the payment in this regard shall be made as per the conditions laid down in this Contract.

8. GENERAL TERMS AND CONDITIONS

8.1 Dispute Resolution

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, or modification, amendment, consolidation or re-enactment thereof. The disputes shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator, and the two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Corporation's Head Office at Thiruvananthapuram. The arbitral award shall be in writing, stating the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts in Thiruvananthapuram and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English. The laws applicable to this contract shall be the laws in force in India. The contract shall be governed by and interpreted in accordance with Indian law. The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Corporation or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. However, during such a contingency, the Corporation shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Bidder which may also be adjusted by the Corporation from the Performance Bank Guarantee, being treated as default so that the business of the Corporation is not disrupted.

8.2 Governing Law and Jurisdiction of Court

This RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of India and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Thiruvananthapuram shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

8.3 Termination

The Corporation shall have the option to terminate this RFP any time or at any stage without giving notice. The Corporation also reserves the right to cancel the work/purchase order or terminate the SLA by giving 30 days' prior notice in writing inclusive of 30 days' cure period and recover damages, costs and expenses etc., incurred by the Corporation under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or any subsequent agreement and such breach is not cured within 10 days after the Corporation gives written notice.

- b) The selected bidder becomes bankrupt or insolvent or goes into liquidation, voluntarily or otherwise.
- c) The selected bidder is unable to pay its debts as they fall due, or is subject of an effective resolution of its winding up, or become the subject of a court order for its winding up.
- d) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- e) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- f) The selected bidder fails to complete the assignment as per the time line prescribed in the Work Order/SLA and the extension, if any allowed.
- g) Unsatisfactory services, non-capable resources, non-initiation of services within 10 days of work order, delay in delivery/ commissioning of services.
- h) Deductions on account of penalty & liquidated damages exceed more than 10% of the total contract price.
- i) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, the Corporation reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- j) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Corporation reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Corporation may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- k) The Corporation reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

Notwithstanding anything contained herein above, the Corporation shall have the right to terminate the Agreement without assigning any reason to the bidder without any consequences.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the Corporation shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further provide all such assistance to the next successor bidder or any other entity as may be required and allow them to take over the obligations of the erstwhile Bidder in relation to the execution / continued execution of the scope of the Contract.

Nothing herein shall restrict the right of the Corporation to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the Corporation under law or otherwise.

PROFORMA – VENDOR DETAILS

1	Name and Address of the Vendor	
2	Legal Status	
3	Official email Id	
4	Authorized Signatory (name , designation & contact details)	
5	Previous Experience of the Vendor	1.
		2.
		3
		4.
6	Enclosed the following	Submission Status
a	Google authorized Partner Certificate.	Yes/No

b	Address proof of the office in the state of Kerala	Yes/No
c	GST Registration certificate of the firm	Yes/No
d	PAN Card	Yes/No
e	ISO QMS 9001:2015 certificate	Yes/No
f	Documentary proof for MSME registration	Yes/No/Not Applicable

Note:

1. All the above items shall be filled up by the contractor
2. Documentary proof for proving the experience, eligibility and other statutory documents etc. shall be enclosed.

Signature:**Name:****Address****Contact Details****Seal:**

Indicative BoQ

Item	Description	Unit Price/Year (INR)	Quantity	Total Price (INR) per Year excluding taxes	Tax	Total Price Including tax
1	Google Workspace Business Starter-Annual Plan		280			
	Total					

Authorised Signatory on behalf of the Vendor:

Name:

Signature:

Date:

Official Seal: