

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA – 700 001 (WEST BENGAL)  
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<b>Tender No.</b>	NIT/DGM(P-V)/FIREWALL/COMP/GS&OE	<b>Date:</b>	13.02.2018
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**NOTICE INVITING TENDER**

**Tender** under **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors and their authorized agency/ distributor/ dealer for supply, installation & commissioning along with comprehensive support of hardware based Firewall as per the technical specifications and details given in "**Scope of Work**"/ "**BOQ-1**", at our Head office as per details hereunder:

01.	SCOPE OF WORK	Supply, Installation, Commissioning and Comprehensive Support of hardware based Firewall as per the technical specifications given in " <b>Scope of Work</b> "/ " <b>BOQ-1</b> ", at our Head office.	
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
03.	EARNEST MONEY DEPOSIT	NIL	
04.	MODE OF SUBMISSION	Offline	
05.	PLACE OF SUBMISSION	The Braithwaite Burn And Jessop Construction Co. Ltd. 27, R. N. Mukherjee Road, Kolkata – 700 001	
06.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	<b>13.02.2018</b>
		Start Date of Bid Submission	<b>14.02.2018 at 10:00 Hrs.</b>
		End Date for Bid Submission	<b>26.02.2018 at 15:00 Hrs.</b>
		Date of opening of Technical Bid	<b>26.02.2018 at 16:00 Hrs.</b>
		Date of opening of Financial Bid	<b>To be notified later.</b>

(A. Neogi)  
DGM (P-V)

## INSTRUCTION TO THE BIDDERS

### 1.0 SUBMISSION OF BID –

All the pages of the tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in two parts:-

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

- a) The bidder should have offices in Kolkata with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration and support.
- b) The bidder company should be registered in India.
- c) Copy of PAN, GST Registration should be submitted.
- d) The bidder company should have successfully supplied, installed, configured and supported all features of IPCOP (Linux Distribution) firewall to at least Two (2) organizations. (Copy of proof is requested to be submitted along with the bid.)
- e) The bidder company should have successfully supplied, installed, configured and supported FortiGate hardware UTM firewall related hardware (i.e. switches, routers etc.) to at least Two (2) organizations. (Copy of proof is requested to be submitted along with the bid.)
- f) The bidder should have experience on webserver installation, router port forwarding system and Static IP configuration system on webserver and / or router.
- g) Certificate describing that all hardware support IP4 and IP6 environment require to submit.
- h) Technical Specifications of Hardware offered require to submit.
- i) The bidder require to provide service and maintenance for three (03) years from the date of installation of the firewall hardware.
- j) Signed copy of tender documents as a token of acceptance.

b) **PRICE-PART -**

Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed to be put in a sealed envelope superscribing "TENDER NOTICE NO." and "PRICE PART".

c) The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO./SCOPE OF WORK" to be submitted to BBJ.

4.0 Conditional tenders may be rejected and no additional clause will be entertained.

5.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

6.0 "Goods & Service Tax" registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder/ Implementing Agency under the contract or any other cause shall be included in the quoted prices.

- 7.0 The bidder should provide all the papers related to service and product warranty. The product should cover 03 (three) years onsite comprehensive warranty and support service free for all the Hardware and Software installation at our office. Any hardware become unusable / not functioning properly, required to replace immediately, without any cost.
- 8.0 **VALIDITY OF TENDER:** – **90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

## SPECIAL CONDITION OF CONTRACT

### 1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Purchase Order issued by BBJ.
- d) The "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

### 2. DETAILED SCOPE OF WORK

Supply, Installation, Commissioning and Comprehensive Support of **FortiGate 80E series UTM Firewall** as per the technical specifications.

### 3. TECHNICAL SPECIFICATIONS

Configuration and features of FortiGate 80E series UTM firewall

- The firewall system will be install in addition with the existing FREE IPCOP firewall system, currently installed at our registered office. IPCOP firewall also required to re-configure with FortiGate 80E series UTM firewall.
- The Firewall should support minimum 100 users & there should be unrestricted user licensing. It should support minimum 80000 or more concurrent sessions and should support minimum 5500 or more new sessions per second.
- LAN IP address with corresponding MAC address of each computers will be loaded on the firewall machine and locked.
- It should be multiple GE RJ45 with 4 GBPS firewall, 450 MBPS Intrusion Prevention System, 360 MBPS NGFW and 250 MBPS threat protection. As the MAC address of any machine not possible to change, users are not be able to change the IP address of machines.
- Firewall / UTM shall be Multi-Core Networking Specific processor[s] based, hardened appliance with minimum 4 Cores, 1 GB RAM & Flash based Configuration storage.
- The firewall should have in-built reporting analyzer firmware and provide user friendly report, as required.
- The firewall should have 3 years onsite comprehensive warranty.
- The firewall should have in-built gateway antivirus, spyware and antispam filtering facility.
- More refined than the FREE IPCOP firewall system we have for URL filtering – category based, URL based and HTTPS based.
- User/ MAC based authentication for internet access – users can managed by creating multiple group hierarchies.
- Protection from hackers, DDOS attack.
- Management of networking traffic bandwidth.
- Availability of VPN (Virtual Private Network) port and access configuration.
- The firewall system should update firmware everyday – automatically, without any interruption in networking and data process operation.
- The Intrusion Prevention System (IPS) should monitor network activities for malicious or unwanted behavior and can react, in real-time, to block or prevent those activities.

- The firewall system should monitor all major protocols related to Information Technology, like SMTP, POP3, IMAP, FTP, HTTP, HTTPS etc.

4. **DELIVERY PERIOD**

The supply/ delivery of all hardware as per aforementioned “**Scope of Work**” and “**BOQ-1**” is to be completed within **15 (fifteen) days** from the date of LOI/Order. Installation and configuration to be done in presents of BBJ team, on the specified date informed by BBJ.

5. **PAYMENT TERMS**

- (a) The payment towards Firewall shall be released after satisfactory delivery, installation of all the items as mentioned in ‘scope of work’ and on submission of Invoice within 30 (thirty) days from date of submission of bill. SD-PG equivalent to 10% (ten percent) of the order value for the items mentioned in “**BOQ-1**” will be deducted from the bill amount and shall be kept with BBJ till the end of Defect Liability Period. The payment shall also be made after deducting necessary taxes applicable, if any.
- (b) The payment towards AMC shall be released on quarterly basis over a period of 03 years. Invoice to be raised on completion of quarter and payment will be released within 15 days from the date of submission of the Invoice and certification thereof.

6. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

The successful bidder will be required to furnish the Security Deposit cum Performance Guarantee for **10% (ten percent)** of the order value for items mentioned in “**BOQ-1**”. The total amount of SD-PG, shall be deducted from the bill amount during release of payment. In case of no warranty claims towards the item within one year, the withheld amount will be returned on completion of defect liability period subsequent to the submission of No Claim Certificate and with the approval of BBJ’s Competent Authority.

7. **DEFECT LIABILITY PERIOD:**

The Defect Liability Period shall be 12 (twelve) months from the date of Installation & commissioning. The bidder shall undertake to provide the installation and warranty service at site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within BBJ only. These items shall not be allowed to be taken outside for warranty repairs, other than exigency.

8. **GUARANTEE/WARRANTY:**

The firewall should carry minimum 03 (three) years on site comprehensive warranty from the date of Installation & commissioning. The bidder shall undertake to provide the installation and warranty service at site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within BBJ only. These items shall not be allowed to be taken outside for warranty repairs, other than exigency.

9. **PANALTY FOR DELAY**

For any delay in supply, installation and commissioning of the ordered items, BBJ will charge penalty @0.5% (zero decimal five percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent).

10. **FIRM PRICE**

Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

**11. TAXES & DUTIES:**

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on procurement of materials for execution of contract.

**12.1 Goods and Service Tax (GST)**

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

**Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.**

**12.2 New Levies / Taxes**

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.

**12. RISK AND OWNERSHIP:**

Upon 90% of payment, BBJ shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

**13. TERMINATION OF CONTRACT**

In case the successful bidder fails to comply any of its respective Contractual obligation within stipulated time frame, for reasons solely attributable to the breaching party, the non-breaching party reserves the right to terminate the contract by giving 10 days' notice, provided the failure is not cured within such 10 days' notice period, without any valid reason provided by the breaching party within 7 days of end of stipulated time frame. In the event of either party terminating the Agreement, BBJ will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

**14. JURISDICTION OF COURT**

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

15. **IMPORTANT NOTES;**

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
  - (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
  - (iii) Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
  - (iv) May ask for further qualification during techno commercial scrutiny of bids received.
  - (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
  - (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
  - (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
  - (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

**BOQ-1**

**BILL OF QUANTITIES**

Sl. No.	Particulars / Item Description	Quantity	Total Amount (in Rs.)
1	Supply, Installation, Commissioning and Comprehensive Support of <b>FortiGate 80E series UTM Firewall</b> as per the technical specifications	01 NO.	
2	Annual Maintenance Contract (AMC) for 3 (three) years	Lump Sum	
	<b>TOTAL</b>		
	<b>Total Cost (in words)</b>		

**NOTE:**

- Above quoted rates are valid for 90 days from date of opening of price bid.
- I / We confirm that I / we have ready and fully understand the terms and conditions of the enquiry and abide by the same

Yours faithfully

(Full Name)

(Signature & Seal of the Company)  
Date:

Note: no condition should be mentioned in price bid.