

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA – 700 001 (WEST BENGAL)
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E-MAIL: info@bbjconst.com WEBSITE: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/IT-HW/FORTINATE/GS&OE/2021	Date:	12/03/2021
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NOTICE INVITING TENDER

Sealed Tenders under **single-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible vendors and their authorized agency/ distributor/ dealer for renewal of Fortinet Security Service as per the technical specifications and details given in "**Scope of Work**"/ "**BOQ**", at our Head office as per details hereunder:

01.	SCOPE OF WORK	Renewal of Fortinet Security Service as per details given in " Scope of Work "/ " BOQ ", at our Head Office.
02.	COST OF TENDER DOCUMENT (NON -REFUNDABLE)	NIL
03.	EARNEST MONEY DEPOSIT	NIL
04.	ISSUE OF TENDER DOCUMENT	Between 15/03/2021 to 20/03/2021 during office hours.
05.	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 15:00 Hrs. on 22/03/2021 at BBJ's Registered Office.
06.	OPENING OF TENDER (TECHNO-COMMERCIAL PART)	On 22/03/2021 at 15:30 Hrs. at BBJ's Registered office.

(A. Neogi)
DGM (P-V)

CHECK LIST

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL & PRICE PART	To be submitted in a sealed envelope superscribing "Tender Notice No." & "TECHNO-COMMERCIAL PART & PRICE PART".
a)	Eligibility Criteria	Authorized agency / distributor / dealer, who MEETS all the Pre-Qualification Criteria (PQC) given in the tender document, will be eligible to participate in bidding. Any bidder not qualifying on PQC criteria will be rejected and price bid will not be opened.
b)	Tender Document except BOQ-1	All the pages to be signed and sealed.
A)	BOQ	The rates to be filled up in figure & words for BOQ-1 duly sealed and signed by the bidder.
3.	TENDER	A sealed Envelope superscribing "Tender Notice No." / "Scope of Work" containing a) Techno-commercial & Price Part

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 **single parts**:

a) **TECHNO-COMMERCIAL & PRICE PART:** The Techno-Commercial & Price 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 should be Original Equipment Manufacturers (OEM) or their Registered/ Authorized Suppliers/ Distributors/ Dealers/ Authorized Sales & Service Partners. Authorization letter from the OEM / OEM Distributor (if OEM is not participating) to quote the bid shall be enclosed with the bid.

c) The bidder company should be registered in India. Copy of PAN, GST Registration should be submitted.

d) The bidder company should have successfully supplied, installed, configured and supported tendered item and other hardware's to at least One (1) organization. (Copy of proof is requested to be submitted along with the bid.)

ii) The tender documents issued to the bidders duly signed and sealed in each page including the BILL OF QUANTITY (BOQ).

ii) PRICE-PART -

Properly filled up BILL OF QUANTITY (BOQ) duly sealed and signed.

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

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

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

5.0 GST 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.

- 6.0 The bidder should provide all the papers related to service and product warranty. The bidder also has to provide one year (01 year) comprehensive warranty and support service free for Software installation at our office and OEM to provide minimum 1 year support for the hardware.
- 7.0 **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 & 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/SERVICE

The scope of work under the present tender shall generally comprise of the following renewal service:

<u>Sl. No.</u>	<u>Support Type</u>	<u>Support Level</u>
1	Hardware Coverage	Return to factory
2	Firmware & General Updates	Web/ Online
3	Enhance Support	8 x 5
4	Advanced Malware Protection	Web/ Online
5	Next Generation Firewall	Web/ Online
6	FortiGuard Web Filtering	Web/ Online
7	FotiGuard AntiSpam	Web/ Online

3. DELIVERY PERIOD

The supply/ delivery of all hardware as per aforementioned "**Scope of Work**" and "**BOQ-1**" is estimated to be completed within **07 (seven) days** from the date of order. Installation and configuration to be done in presents of BBJ team, on the specified date informed by BBJ.

4. PAYMENT TERMS

The payment shall be released after satisfactory delivery, installation of all the items as mentioned in 'scope of work' and on submission of Invoice within 45 (forty-five) days from date of submission of bill.

5. PENALTY FOR DELAY

For any delay in installation and commissioning of the ordered items, BBJ will charge penalty @ 1.5% of the order value per week or part thereof, subject to a maximum of 10%.

6. FIRM PRICE

Rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

7. TAXES AND 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.

7.1 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 GST-TDS is applicable. 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.

7.2 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.

8. 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.

9. 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.

10. 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.

(A.Neogi)
DGM(P-V)

BOQ**BILL OF QUANTITIES**

Sl. No.	Particulars	Qty.	Amount (Rs.)
01.	Hardware Coverage	01 No.	
02.	Firmware & General Updates	01 No.	
03.	Enhance Support	01 No.	
04.	Advanced Malware Protection	01 No.	
05.	Next Generation Firewall	01 No.	
06.	FortiGuard Web Filtering	01 No.	
07.	FotiGuard AntiSpam	01 No.	
Total Amount			
Amount in Words:			

Note:

The amount to be quoted inclusive of all taxes & duties but excluding GST.

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