

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: NIT/M&P/IT-HW/FIREWALL/06-2026

Date: May 15, 2026

27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. +91-33- 2248 5841-42; FAX: +91-33- 2210 3961
E-MAIL: info.bbjconst@bbjconst.com / bbjtenders@bbjconst.com

Tender No.	NIT/M&P/IT-HW/FIREWALL/07-2026	DATE	May 15, 2026
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NOTICE INVITING TENDER

Sealed Tenders under a **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 are 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	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	15/05/2026
		Document download Start Date	15/05/2026 - 15:00 HRS
		Start Date of uploading of bid document	16/05/2026 - 10:00 HRS
		End Date for uploading of bid document	25/05/2026 - 15:00 HRS
		Date of opening of Technical Bid	26/05/2026 - 15:00 HRS

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

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CHECKLIST

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	An 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 the price bid will not be opened.
b)	Tender Document except BOQ-1	All the pages are to be signed and sealed.
A)	BOQ	The rates to be filled up in figures & words for BOQ-1 are 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

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INSTRUCTION TO THE BIDDERS

1. **SUBMISSION OF BID:**

All the pages of the tender document are 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, use of fluid correction 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 are to be signed and sealed with the Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in words 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 the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the 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. An 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 items and other hardware 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 are duly signed and sealed on each page including the BILL OF QUANTITY (BOQ).

iii) **PRICE-PART -**

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

2. 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. Conditional tenders may be rejected, and no additional clause will be entertained.
4. The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
5. 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. The bidder should provide all the papers related to service and product warranty. The bidder also has to provide one year (01 years) comprehensive warranty and support service free for Software installation at our office and OEM to provide minimum 1-year support for the hardware.

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7. **VALIDITY OF TENDER:** – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.

8. **PREFERENCE TO MAKE IN INDIA:**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

9. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

10. **COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

- a) An entity incorporated established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

11. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical

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person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

12. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
13. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
14. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
15. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
16. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

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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	Advanced HW
2	Firmware & General Updates	Web/ Online
3	Enhance Support	Premium
4	Telephone Support	Premium
5	Advanced Malware Protection	Web/ Online
6	FortiGuard IPS Service	Web/ Online
7	FortiGuard URL, DNS & Video Filtering Service	Web/ Online
8	AntiSpam	Web/ Online

3. **DELIVERY PERIOD**

The supply/ delivery of all hardware as per the aforementioned "Scope of Work" and "BOQ-1" is estimated to be completed within **07 (seven) days** from the date of order. Installation and configuration are to be done in the presents of the 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 the Invoice within 45 (forty-five) days from the date of submission of the bill.

5. **PENALTY FOR DELAY**

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

6. **FIRM PRICE**

The 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 & regulations 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 the procurement of materials for execution of the contract.

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8. GOODS AND SERVICE TAX (GST)

Without prejudice to a 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 the 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 with the bid documents (techno-commercial). A bid without a GST number shall be cancelled.

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

9. NEW LEVIES / TAXES

In case Government imposes any new levy/tax after awarding 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.

10. TERMINATION OF CONTRACT

In case the successful bidder fails to comply with any of its respective Contractual obligations within the 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 the 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.

11. 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.

12. 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 the corresponding change in the value of the contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (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 the bidder for delivery of materials or during the preparation of the 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

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- have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)