



**EMBASSY OF INDIA  
KUWAIT**

**NOTICE INVITING TENDER (NIT)  
FOR  
SUPPLY, INSTALLATION & COMMISSIONING  
OF CCTV CAMERA SYSTEM  
AT THE**

**EMBASSY OF INDIA, KUWAIT**

**TENDER NO. KUW/ADMN/815/02/2024**

**DATED – 29.04.2025**

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## **CHAPTER I: NOTICE INVITING TENDER [NIT]**

1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the **Supply, installation & Commissioning of CCTV cameras at the EMBASSY OF INDIA, KUWAIT**. The estimated amount of the work is **Kuwaiti Dinar 89,054/- [Kuwaiti Dinar Eighty Nine Thousand Fifty Four only]** inclusive of Taxes. The proposal should be valid for 06 (six) months after the NIT closing date as indicated. The award of the Contract will be, as per provisions indicated in the NIT, on the L1 basis of financial bids in the two-tier tender process consisting of Technical Bids and Financial Bids. The selected company (*hereinafter referred to as Service Provider or SP*) should sign the contract within 07 (seven) working days of the date of notice of award of the contract or within such time limit, as may be specified by the Embassy of India, Kuwait. The **period of completion** for the whole work is **120 days** calculated from the fifteenth day from the date of issue of Contract (Acceptance letter) or Letter of Intent or handing over of the site, whichever is later.
2. The objective of this NIT is to select an appropriately qualified and adequately experienced SP, to enter a contract with the Embassy of India, Kuwait, to supply, install and commission CCTV camera system at the Embassy of India, Kuwait.
3. The Bidding Company's proposal will constitute an offer to supply, install and commission the system and maintain, for the entire warranty period. The **warranty period** of the entire system (inclusive of software upgrades) will be **05 (five) years** from the date of commissioning. The contract will also include provisions for the SP to adhere to all local laws applicable to the supply, installation and commissioning of the system including staff, banking operations, environment, safety, insurance, privacy, payment of local taxes, etc. Matters regarding dispute resolution between the SP and the Embassy of India, Kuwait indicated in **Chapter XI: Termination of the Contract**.

## **CHAPTER II: BIDDING SCHEDULE AND PROCESS**

TENDER/ FILE NO. KUW/ADMN/815/02/2024			
01	Date of Publication of bidding	1100 hrs on 29.04.2025	AT THE EMBASSY OF INDIA, KUWAIT
02	*Pre-Bid Meeting	1430 hrs on 08.05.2025	
03	Last date of submission of written queries by bidding Companies	1600 hrs on 25.05.2025	
04	*Last date for submission of bids	1600 hrs on 26.05.2025	
05	*Date of opening of Technical Bids	1430 hrs on 03.06.2025	
06	*Date of opening of Financial bids	To be announced	

### **\*Subject to change due to administrative/ logistic reasons**

- 1. Queries from bidding companies & Embassy of India, Kuwait's response:**  
All queries from the bidding companies relating to this NIT must be submitted by email only exclusively to email id: [hoc.kuwait@mea.gov.in](mailto:hoc.kuwait@mea.gov.in). The Embassy of India, Kuwait will endeavor to provide answers to all questions raised by the bidding companies. A gist of all the questions from different bidding companies and responses for the same will be sent to email of all bidders. All email communications by bidding companies to the Embassy of India, Kuwait should be addressed to email id: [hoc.kuwait@mea.gov.in](mailto:hoc.kuwait@mea.gov.in) only.
- 2. Supplementary information to the NIT:** If the Embassy of India, Kuwait deems it appropriate to revise any part of this NIT or to issue additional data to clarify an interpretation of the provisions of this NIT, it may issue supplements to this NIT. Such supplemental information will be made available on the Embassy of India, Kuwait's website. Any such supplement shall be deemed to be incorporated by this reference into this NIT. It is the responsibility of the bidding companies to constantly monitor the website of the of Embassy of India, Kuwait for any latest information in this regard.
- 3. Conduct during tender process:** Any attempts by bidding companies to disrupt the integrity of the tender process will result in disqualification of such companies from the tender process including a ban on participation in further tenders of the of the Embassy of India, Kuwait, and forfeiture of Earnest Money Deposit. The bidding companies should not contact officials of the of Embassy of India, Kuwait, during the tender process and any queries must be through email addressed to: Head of Chancery, Embassy of India, Kuwait, at email id: [hoc.kuwait@mea.gov.in](mailto:hoc.kuwait@mea.gov.in)

### **CHAPTER III: INSTRUCTIONS TO BIDDERS**

1. The bidding companies should respond to all the items in the Notice Inviting Tender (NIT) clearly and without any ambiguity and in the same order as the NIT. The Technical Bids are liable to be rejected if all the points in the NIT are not adequately responded to. The decision of the Embassy of India, Kuwait in this regard is final.
2. Bidding companies not fulfilling the parameters under Chapter V (Mandatory Eligibility Criteria) and Annexure-F (Approved Brands), Annexure-G (Technical Specifications), will not be considered for the Financial Bid stage.
3. If any bidder's services have been terminated in the last 5 years by Government of India/ Ministry of External Affairs/ Embassy of India, Kuwait for being unsatisfactory, not fulfilling contractual obligations or for some other reasons (which are not the subject matter of a Court case), the concerned bidder will be disqualified.
4. Companies Firms registered in Kuwait and in India are eligible for participating in the bidding process.
5. The bidding company must deposit the Bid Security deposit (EMD) and the requisite Performance Bank Guarantee (PBGs) mentioned in this NIT on its own. PBGs or any other form of guarantees will not be accepted from any third party on its behalf.
6. The following guide lines shall be applicable to the respective parties:
  - I. The Embassy of India, Kuwait reserves the right to reject any tender based on security considerations at any stage in the tender process.
  - II. Embassy of India, Kuwait will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Embassy of India, Kuwait may decide to release information supplied in the NIT in accordance with order of the Courts of India.
  - III. The information in this NIT, or otherwise supplied by the Embassy of India, Kuwait or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Embassy of India, Kuwait
  - IV. Bidding companies shall not at any time make any public statements in relation to this NIT or any proposal without obtaining prior written approval from the Embassy of India, Kuwait. All material supplied to the Embassy of India, Kuwait in relation to the Bidding Company's proposal becomes the property of the Embassy of India, Kuwait and may not be returned to the

Bidding Company unless requested in writing before and agreed to by the Embassy of India, Kuwait.

- V. The Embassy of India, Kuwait will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/ client costs) to the Bidding companies or other persons in respect of this NIT.
- VI. If a dispute arises out of or in connection with the contract arising from this NIT, or in respect of any defined legal relationship associated there with or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to mediation under the Mediation Act, 2023 of Government of India. The place of Mediation shall be New Delhi, and the language used shall be English. The expenses on mediation will be shared by the Parties as per the provisions Mediation Act, 2023. If the dispute is not resolved by the parties through mediation, any party may request other party to mutually appoint a sole arbitrator, under the Arbitration and Conciliation Act 1996, as amended up to date, to settle the dispute through Arbitration. The venue of Arbitration shall be New Delhi and language of Arbitral Tribunal shall be English. Parties shall bear own cost of Arbitration unless ordered otherwise by the Tribunal.

OR

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of any person nominated by the Embassy of India, Kuwait.

- VII. Any dispute between the SP and their partner(s) is the responsibility of the SP only and should be settled accordingly and the Embassy of India, Kuwait is not responsible for the same. However, any problem arising out of such dispute affecting the work shall be the sole responsibility of the SP and shall be dealt with as per penal provisions indicated in Chapter-IX Penalty (Liquidated Damages).
- VIII. In submitting the proposal to the Embassy of India, Kuwait, the Bidding Company will be deemed to have understood this NIT along with Annexure-A to K and to have obtained all requisite information and ascertained the veracity of any information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Embassy of India, Kuwait. A Declaration/Certificate (Annexure-D) to this effect will be furnished by the bidding Company.
- IX. The Bidding Company is responsible for all the costs incurred in connection with participation in this process, including, but not limited to, costs incurred in

the conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of the proposal, in providing any additional information required by the Embassy of India, Kuwait to facilitate the evaluation process, and in negotiating a definitive Agreement and all such related to the bid process.

- X. The Embassy of India, Kuwait reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals prior to award of Contract/ any Contract being signed, without assigning any reasons.
  - XI. The Embassy of India, Kuwait reserves the right to amend the NIT and or its enclosures at any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated and issued by the Embassy of India, Kuwait and will be intimated to the Bidding Companies by Email. Where amendments are significant, the Embassy of India, Kuwait may, at its discretion, extend the deadline for receipts of bids.
  - XII. The Embassy of India, Kuwait shall arrange Pre-Bid Meeting about the bidding process, about 15 days prior to the last date for submission of bids. This is to enable the Biding Companies to prepare the proposals with full knowledge of the requirements of the Embassy of India, Kuwait and for the Embassy of India, Kuwait to clearly assess the capabilities of the SP.
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- 7. The Bidding Company shall adhere to the provisions of the NIT and in the event of violation, the Embassy of India, Kuwait shall disqualify the bidding Company or terminate the contract with immediate effect by giving written notice to the Bidding Company. The Bidding Company shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Embassy of India, Kuwait for not agreeing to any request/ demand either during the tender process or during the period of contract. In that event, the Bid Security Deposit (EMD) or the Bank Guarantee for premature termination of the Contract will be encashed by the Embassy of India, Kuwait and the Bidding Company will be banned from taking part in future tenders of the Ministry and all the Missions/Posts.
  - 8. The Bidding Company shall be responsible for the consequence arising out of such termination.
  - 9. The quoted rates submitted by the company/SP shall remain same for entire period of Contract and no request for rate change or change of currency shall be entertained during the period of contract.
  - 10. The contract shall be awarded to the technically qualified lowest financial Bidder. However, the Embassy of India, Kuwait is not bound to accept the lowest or any tender the Embassy of India, Kuwait has received.

11. In case of any ambiguity/ dispute in the interpretation of any of the clauses in the NIT, The Embassy of India, Kuwait's interpretation of the clauses shall be final and binding on all parties.
12. The Embassy of India, Kuwait reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of contract.
13. The Bidding Company should provide detailed set up of the organization, ownership and country of origin of all key members of the organization. The Bidding Company should also provide details (including nationality and country of origin) of the staff members who would be assigned to execute the work at the Embassy of India, Kuwait. The Embassy of India, Kuwait reserve rights to ask for change of person to execute the work.
14. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules of Government of India, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. Such bidders are also exempted from EMD. In case any bidder is seeking exemption from Turnover, Experience Criteria and EMD the supporting documents to prove his eligibility for exemption must be submitted for evaluation by the Embassy of India, Kuwait.



## **CHAPTER IV: PRE-VERIFICATION**

The Bidding Company is requested to fill up the Organizational Profile (Annexure-E) appended at the end of this NIT and send it to the Embassy of India, Kuwait, at [hoc.kuwait@mea.gov.in](mailto:hoc.kuwait@mea.gov.in) immediately without waiting to complete the tender documents. In case the Bidding Company decides to bid with a local Partner, the Organizational Profile should be submitted for that company too. The details of the partnership arrangement proposed should also be provided.

## CHAPTER V: MANDATORY ELIGIBILITY CRITERIA

1. The Bidding Company with sound financial and business credentials with sufficient experience must have at least completed **01 (one) similar work** of value **Kuwaiti Dinar 71,250/-** in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organizations during the last **7 years**.

*Or*

**02 (two) similar work** of value **Kuwaiti Dinar 44,527/-** in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organizations during the **last 7 years**.

*Or*

**03 (three) similar work** of value **Kuwaiti Dinar 31,170/-** in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organizations during the **last 7 years**.

*Note: The Bidding Company must provide supporting documentary evidence for the current experience claimed by providing details of such works being rendered as well as necessary certificates in support of the same.*

*The bidder is required to submit supporting for the past 7 years. If the original audited statements are in Arabic, the bidder must also submit a certified translated version in English along with audited statements.*

2. The annual turnover of the Bidding Company should be at least **Kuwaiti Dinar 178,108/-** annually, during the **last five years**. The Bidding Company shall provide information to substantiate its claim of a turnover based on 05 (five) years period. *If the original audited statements are in Arabic, the bidder must also submit a certified translated version in English along with audited statements.*
3. The Bidding Company must deposit a **Bid Security Deposit (EMD)** for **Kuwaiti Dinar 2,672/- [Kuwaiti Dinar Two Thousand Six Hundred Seventy Two only]**, drawn in favour of the **Embassy of India, Kuwait**, (as per Proforma at Annexure-B). The EMD should be valid for 45 days beyond the final bid validity period (i.e., last date of bid submission + six months + forty-five days). The EMD of unsuccessful bidders will be returned within 30 days of announcement of results of Technical Bids, except in the case of the selected bidding company whose Bid Security (EMD) deposit shall be retained till it has provided Performance Bank Guarantees (PBGs) as indicated under **Chapter IX: Performance Bank Guarantees (PBGs) of this document**.
4. The Bidding Company should give its response to items in Annexure-E to the Embassy of India, Kuwait and provide necessary certificates as asked to consider the eligibility of the bidding companies.

## CHAPTER VI: SCOPE OF WORK

The SP shall include a work plan in the proposal, duly explaining the stages of implementation. The SP should strictly adhere to the proposed work plan authorized by the Embassy of India, Kuwait. If any modification is required in the work plan, the SP shall seek prior approval from the Embassy of India, Kuwait and shall not deviate from the approved plan. The scope of work shall include the following:

- 1. Removal and disposal of the existing CCTV camera System and its accessories:** All existing CCTV Camera Systems and its accessories shall be removed taking due care for minimizing damage to the Embassy of India, Kuwait. Damages caused during the execution of the work shall be repaired by the SP at their own cost. All removed old CCTV system shall be handed over to the Embassy of India, Kuwait.
- 2. Supply, Installation and Commissioning of CCTV camera system and accessories including all civil work:** The prospective SP shall supply, install and commission CCTV Camera System at the Embassy of India, Kuwait. The SP shall execute all civil work necessary for the installation of the system. The SP, in consultation and with the approval of the Embassy of India, Kuwait, shall make necessary modifications and alterations on the building of the Embassy of India, Kuwait, as per requirement. The SP shall make sure that only minimum damage is caused to the structure during installation and shall ensure that all repair work is carried out in consonance with the aesthetics of the Embassy of India, Kuwait. The SP shall ensure that minimum damage is caused to the building or to any other component of the Embassy of India, Kuwait. All damages, including paint work, shall be mended by the SP at their own cost, prior to the commissioning of the system.
- 3. VMS (Video Management System):** The SP shall provide Video Management System as per Annexure-G (VII) (Technical Specifications-VMS). The VMS should have provisions to integrate other systems viz. access control systems, addition of CCTV cameras, attendance marking system, etc. in the future. The SP shall demonstrate the software prior to the commissioning of the system after duly incorporating all the requirements. The VMS will be integrated only after receiving approval from the Embassy of India, Kuwait.
- 4. Training:** The prospective SP shall provide **3 days hands on training** to the designated official of the Embassy of India, Kuwait to operate the system. The SP shall provide manual(s) for operating the system. The proposal should also include provisions for training in the event of upgradation of the software, if any, in the future.
- 5. Technical Specification:** The technical specification of the CCTV system should be as per the Annexures enclosed.

- 6. Bill of Quantity (BoQ):** The BoQ format is enclosed as Annexure.
7. A fresh and dedicated cabling should be used for installing the new CCTV system. The existing cables and switches should not be used. The cables should be properly organized and tagged while installing CCTV cameras. All cables should be placed in weather and rodent proof conduits. High-quality cabling and equipment should be used to minimize interference and signal loss.
8. The power supply should be proper so that, the cameras should work well or remains consistent. Surge protectors to safeguard against power surges or electrical damage may be used.
9. Once the CCTV system is installed, regular maintenance is to be taken in terms of **cleaning of camera lenses once in 3 months or when required**. The firmware and software should be regularly updated to benefit from the latest security patches and features. SP's technician must be available within specified time frame to troubleshoot issues at any point of time. CCTV cameras should be in compliance with essential requirements as notified in Gazette of India from time to time.
10. The CCTV cameras should be protected from vandalism or theft by securely mounting the cameras and enclosing sensitive components. Weatherproof housing for outdoor cameras to shield them from harsh environmental conditions should be used.
11. The Technical Specifications attached as Annexure G(i) to G (xiii) should have "Compliance" in the form of values, rather than only **Yes or No**.
12. Verification of correctness of Equipments at destination: The SP shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and installed.
13. The test of the CCTV system shall be demonstrated after successful completion of the work. The system shall be put under-trial run for 15 days and the performance shall be monitored. Any abnormalities shall be attended and again the trial run shall be carried out by the SP. The system shall be taken over and work is declared completed when only after the successful completion of trial run of the system.
14. Above mentioned Scope of Work can be amended at any point of time prior to closure of bids. In case of amendment, an extension of at least 7 days would be permitted for submission of bids.

## CHAPTER VII: WARRANTY CRITERIA

1. The prospective SP shall provide warranty for the entire system (including software upgrades) for a period of **05 (five) years** from the date of commissioning.
2. The warranty period of the equipment will commence from the date of commissioning of the entire system and not from the date of delivery or installation.
3. The prospective SP shall be responsible for routine and breakdown maintenance, replacement, repair, of the equipment (including software) during the warranty period. Any equipment repaired or replaced, shall be delivered at the Embassy of India, Kuwait without any financial obligations on the Embassy of India, Kuwait.
4. Defective Media Retention Policy: In order of any defect during the warranty period, the memory media (Hard drive, etc) would be retained by the Embassy of India, Kuwait and not returned to SP. The replacement of the same would be borne by the SP.
5. The prospective SP will ensure immediate maintenance and replacement in case of fault in the system, without delay. The Contract shall have the details of the nodal representative of the prospective SP to facilitate communication with the Embassy of India, Kuwait, for the entire warranty period.
6. Bidders should note that the entire system warranty is for a period of 5 years and so no separate AMC charges would be paid during the contract period.
7. The SP will have to agree to the defined SLA [Service Legal Agreement] and Milestone schedule and noncompliance of which will result in application of penalties/liquidated damages as per penalty clauses. The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder. Cumulative penalty during the contract period for breach of SLA mentioned above shall be capped at 10% of the contract value.
8. Breakdown call shall be attended with a time frame as mentioned below after getting the message by phone/ fax/ email. In case SP fails to rectify the fault within allowable time (i.e. within 24 hours), penalty will be imposed as per **Chapter X**.
  - a. **CAT 1 failure:** Failure of upto 05 cameras- should be repaired within 12 hours.
  - b. **CAT 2 failure:** Failure of more than 05 cameras or server or switches- should be repaired within 24 hours.

## CHAPTER VIII: PERFORMANCE BANK GUARANTEES (PBG)

The prospective SP should submit the requisite irrevocable Performance Bank Guarantees (PBGs) to the Embassy of India, Kuwait as per the format in **Annexure-J** which can be cashed by the Embassy of India, Kuwait for not adhering to the provisions of the NIT.

1. The SP shall provide a Performance Bank Guarantee (PBG) in local currency, fixed **@5% of the contract value**. PBG should be valid for a **period of 60 (sixty) days beyond the expiry of the contract period** and of all the contractual obligations including Warranty obligations **of 05 (five) years**.
2. Performance Bank Guarantee shall be irrevocable and must be submitted at the time of signing of the Contract as per the format enclosed as Annexure-J. Whenever the Contracts are required to be extended, the Bank Guarantees should be extended accordingly with a further extension of additional 60 (sixty) days to determine and settle any dues arising out of non-compliance of warranty obligations etc. **The initial PBG should be for 5 years and 2 months.**
3. Any delay in submission of Bank Guarantees will lead to a delay in signing the Agreement. The Prospective SP will be fully responsible for any delay in starting the work and resulting in financial liabilities.
4. Bid Security Deposit (EMD) and Performance Bank Guarantees (PBGs) can be furnished as per format given in Annexure-B and J.
5. The validity of EMD and PBG will be governed with relevant clauses of NIT.
6. The bidding company should submit the amounts of PBGs on its own, without any involvement of any third party on its behalf. PBG provided by a third party on its behalf is not acceptable.
7. The PBG will be forfeited and credited to the procuring entity's account in the event of a breach of contract by Contractor.

## CHAPTER IX: PENALTY (LIQUIDATED DAMAGES)

1. The period of completion for the whole work is **120 days** calculated from the fifteen days from the date of issue of Contract (Acceptance letter) or Letter of Intent or handing over of the site, whichever is later. Such 15 days period being defined as the mobilization period.
2. The prospective SP shall be subject to penalty for non-adherence of the terms conditions of the NIT during installation. The SP shall be subject to penalty if the work carried out is not in adherence to the standards specified in the NIT by the Embassy of India, Kuwait. The SP shall also be liable for penalty if the work carried out is incomplete, poor quality of the equipment supplied, damage to the property of the Embassy of India, Kuwait
3. The prospective SP shall be liable to pay Liquidated Damages during installation, calculated @0.33% of the contract value, on per day basis, limited to 10% of the total contract value.
4. In case the firm fails to rectify the fault in allowable time (i.e. within 12/ 24 hours) or fails to make the system functional with replacement of required components, the penalty would be imposed as under: The Embassy of India, Kuwait may permit longer time frame at its own discretion.

**a. Cat 1 failure.**

- |                                 |                             |
|---------------------------------|-----------------------------|
| i. More than 12 hours to 3 days | Kuwaiti Dinar 50/- per day  |
| ii. More than 3 days to 7 days  | Kuwaiti Dinar 100/- per day |
| iii. More than 7 days           | Kuwaiti Dinar 150/- per day |

**b. Cat 2 failure.**

- |                                 |                              |
|---------------------------------|------------------------------|
| i. More than 24 hours to 3 days | Kuwaiti Dinar 100/- per day. |
| ii. More than 3 days to 7 days  | Kuwaiti Dinar 150/- per day  |
| iii. More than 7 days           | Kuwaiti Dinar 200/- per day  |

5. In any case where the equipment could not be rectified/ replaced by the SP within the reasonable time, the Embassy of India, Kuwait reserves the right to get the equipment repaired/ replaced through another agency at the risk and cost of the SP. The SP will have to bear expenses incurred by the Embassy of India, Kuwait on this account. This action will be taken if the equipment is neither rectified/replaced nor any stand-by is provided even after reasonable time.

## CHAPTER X: TERMINATION OF CONTRACT

1. The Embassy of India, Kuwait reserves the right to terminate the Agreement at any time by giving **two months' advance notice** to the SP. However, the Embassy of India, Kuwait shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws, non-compliance of taxation laws in the country where service is required and encashing the Bank Guarantee for Premature Termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.
2. The SP will have the option to terminate the contract by **giving six months advance notice** to the Embassy of India, Kuwait with justification for termination of services, to be accepted by the Embassy of India, Kuwait. In such case amount equivalent to PBG for the remaining period of 5 years warranty would need to be paid by SP before the PBG is returned. The Embassy of India, Kuwait reserves the right to encash the PBG in case the latter terminates the contract without providing six months termination notice.



## **CHAPTER XI: CONFIDENTIALITY AND PRIVACY LAWS**

1. The SP shall enter into a Non-Disclosure Agreement (Annexure-K), which shall be a part of the Contract.
2. Bidding companies shall not at any time make any public statements in relation to this NIT or any proposal without obtaining prior written approval from the Embassy of India, Kuwait. All material supplied to the Embassy of India, Kuwait in relation to the Bidding Company's proposal becomes the property of the Embassy of India, Kuwait and may not be returned to the Bidding Company unless requested in writing before hand and agreed to by the Embassy of India, Kuwait.
3. The SP is required to comply with all national laws of the country of its operation related to privacy and data security. The SP is solely responsible for any breach/violation of the local laws and would in no way seek the involvement of the Embassy of India, Kuwait in any form, whatsoever.
4. The information in this NIT, or otherwise supplied by the Embassy of India, Kuwait or any of its representatives, is to be treated as, 'CONFIDENTIAL', and kept so, except to the extent already available publicly or authorized by the Embassy of India, Kuwait. Any copy of such data, if required, is to be made only after seeking prior instructions from the Embassy of India, Kuwait.
5. All data recorded by system including during trial and commissioning shall remain property of Government of India. Vendor shall have no right on footage until and unless expressly permitted by the Embassy of India, Kuwait.

## CHAPTER XII: SENDING BIDS TO THE EMBASSY OF INDIA, KUWAIT

1. The proposal should be addressed by name to "**Head of Chancery, Daiya, Embassy of India, Kuwait**", and sent so as to reach before the due date. The Bids must be submitted in a large secure package containing the following envelopes as per the format below:
  - a. **Envelope 1:** A separate closed envelope containing bank guarantee for Bid Security Deposit (EMD) (Annexure-B). Bids received without EMD will be summarily rejected.
  - b. **Envelope 2:** A separate closed envelope (Technical Bid) containing Bid Cover Letter and Declaration (Annexure-C), Declaration by the Bidder (Annexure-D), Organization Profile (Annexure-E), Mandatory Eligibility Criteria (Annexure-A), proposed brand of CCTV cameras (Annexure-F), Technical Specifications Compliance in values (Annexure-G) and Bill of Quantities (Annexure-H).
  - c. **Envelope 3:** A separate closed envelope containing Financial Bid (Annexure-I).
2. The proposal must be received by **1600 hours on 26.05.2025**. The Technical Bids will be opened on **03.06.2025 at 1430 hours** in the presence of the authorized representatives of the Bidding Companies (limited to one person per bidding Company only) at the Embassy of India, Kuwait. Date and time for opening of financial bid would be conveyed by the Embassy of India, Kuwait on email.
3. The receipt of the proposal will be duly acknowledged as and when received.
4. All requests for further information/ queries related to this NIT may be sent to the following email id: [hoc.kuwait@mea.gov.in](mailto:hoc.kuwait@mea.gov.in) only with the subject title: "Tender Documents for Supply, Installation and Commissioning of CCTV camera system at the Embassy of India, Kuwait."

## CHAPTER XIII: SELECTION OF BIDDERS

The bids will be opened in two stages, as under:

**A. Stage 1: Technical Bids**, following envelopes will be opened in the First Stage/ Technical Bid Evaluation:

**Envelop 1:** A separate envelope containing bank guarantee for Bid Security Deposit (EMD).

**Envelop 2:** A separate closed envelope (Technical Bid) containing Bid Cover Letter and Declaration (Annexure-C), Declaration by the Bidder (Annexure-D), Organization Profile (Annexure-E), Mandatory Eligibility Criteria (Annexure-A), proposed brand of CCTV cameras (Annexure-F), Technical Specifications Compliance in values (Annexure-G) and Bill of Quantities (Annexure-H).

**Technical Bid Evaluation:**

- a. In the first stage, only the **Envelopes 1 and 2**, mentioned in the preceding para, containing the Bid Security Deposit (EMD) and the Technical Bid, along with the prescribed Annexes, will be opened on the appointed date and time, in presence of the bidding companies (one representative each) and members of the Tender Evaluation Committee (TEC). The sealed envelope containing the Financial Bid will be shown to the members present but will not be opened at this stage.
- b. The representatives of the Bidding Companies will sign a statement as per proforma prescribed by the Embassy of India, Kuwait as a token of confirmation of their presence at the Embassy of India, Kuwait for the opening of bids.
- c. The bids which are not accompanied by the Bid Security Deposit (EMD) and a separate envelope for the Financial Bid will be summarily rejected.
- d. The Technical Bids will be examined and evaluated by the Tender Evaluation Committee (TEC) formed by the Embassy of India, Kuwait. Technical Bids which do not fulfill Annexure-A (Mandatory Eligibility Criteria) will be disqualified.

**B. Stage 2: Financial Bids**, following envelopes will be opened in the Second Stage/ Financial Bid Evaluation:

- (i) A separate envelope, **Envelope-3**, containing Financial Bid (Annexure-I) duly in the format prescribed.

### **Financial Bid Evaluation:**

- a. The Financial Bids (Annexure-I) of only those bidders who qualify in the technical evaluation (i.e., Stage-I) shall be opened at this stage. The Financial Bid(s) of the Bidding Company(ies) disqualified in the Technical Bid stage will not be opened. The Financial Bid in sealed condition will be returned to the Bidding Company unless deemed by the Embassy of India, Kuwait as required for investigation purposes.

The Bid Security Deposit (EMD) of technically disqualified companies will be returned not later than thirty days from the date of finalization of technical evaluation.

- b. Bidding companies, which have qualified for the Financial Bid stage, will be informed on the date of technical evaluation itself, to be present on the date and time fixed by the Embassy of India, Kuwait for opening of Financial Bids. The financial bids will be opened in their presence by the Tender Evaluation Committee (TEC).
- c. Thereafter, the Financial Bid (Annexure-I) will be evaluated on L1 basis, by the Tender Evaluation Committee (TEC) at the Embassy of India, Kuwait. The selection will be on the amount quoted by the SP in Annexure-I (Financial Bid), which will be based on the Scope Of Work mentioned in Chapter VI, Annexure-F (Approved brands), Annexure-G (Technical Specifications), Annexure-H (Bill of Quantity) of NIT. The SP should quote the amount both including and excluding VAT. The name of successful bidder would be announced after completion of all formalities with Ministry of External Affairs, Gol.
- d. In the case of the company which has been awarded the Contract, the EMD will be returned only after submission of the requisite Performance Bank Guarantee (PBG) and signing of the Agreement. If the Company fails to sign the Contract along with the PBG as per the time schedule stipulated by the Embassy of India, Kuwait, the Bid Security Deposit (EMD) will be retained by the Embassy of India, Kuwait and the Company may be banned from participation in future tender processes.

## CHAPTER XIV: PAYMENT, TERMS & CONDITIONS

1. The payment for installation shall be released to the SP after successful supply and installation of the product at the site and submission of tax invoice, after ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through cross cheque/bank, etc.

OR

2. The payment for installation shall be made as per the following arrangements:

Sl. No.	Details of Payment & Project Milestones	Conditions
1.	25% of the value of ordered goods under the project will be paid in advance to the SP after award of contract/ issue of acceptance of tender.	Payment may be made in advance against submission of Advance Bank Guarantee (BG) of equivalent amount by the SP. BG to remain valid for 02 months after the date of commissioning.
2.	25% of the value of ordered goods shall be payable upon receipt of all ordered stores.	Payment to be made after issuance of certificate of inspection & physical verification of supplied goods by Inspection Committee of Purchase/ End User.
3.	Balance 50% of the value of ordered goods.	Payment will be released after issue of Acceptance Certificate [work completion Certificate] by the Purchase/ End User. Subject to submission of Performance Bank Guarantee, etc. The PBG should be valid for the period of warranty.

## **CHAPTER XV: VALIDITY OF CONTRACT**

The contract will be valid till the warranty period. The validity of contract can be extended on the mutual understanding of the Embassy of India, Kuwait and SP.

## **CHAPTER XVI — LIST OF ANNEXES**

Following is the list of Annexes forming part of this NIT

<b>Sl. No.</b>	<b>Annex</b>	<b>Title</b>	<b>Page no.</b>
1	Annexure -A	Mandatory Eligibility Criteria	24
2	Annexure -B	Bank Guarantee for Bid Security/ EMD	25-26
3	Annexure -C	Bid Cover Letter & Declaration	27-28
4	Annexure -D	Declaration by the Bidding Company	29-30
5	Annexure -E	Organization Profile Format	31
6	Annexure -F	Approved brands	32
7	Annexure -G	Technical specifications	33-50
8	Annexure -H	Bill of Quantity	51
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10	Annexure -J	Performance Bank Guarantee Format	53-54
11	Annexure -K	Non-Disclosure Agreement Format	55-57

**MANDATORY ELIGIBILITY CRITERIA**

Bidding Companies should give their responses under each item without fail. Any incomplete details will lead to rejection of the bid.

No.	Parameters
1	Bidding Company should provide details of similar work undertaken in the past <b>7 years</b> and should have successfully completed (1) one similar work of value, KD 71,250/-, or (2) two similar works of value KD 44,527/- or, (3) three similar works of value KD 31,170/-.
	Response of the Bidding Company along with certificates
2	A list of similar work, undertaken or is under implementation
	Response of the Bidding Company along with certificates
3	The annual turnover of the Bidding Company should be at least KD 178,108/- annually during <b>last 5 years</b> . The Bidding Company shall provide information (audited wherever available) based on five year period.
	Response of the Bidding Company along with certificates
4	The Bidding Company must provide a list of all the cases in the past five years and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to similar work on which the bidding company became eligible to take part in the present tender process.
	Response of the Bidding company along with certificates
5	Bidding Company must provide the details of notices received as well as penalties imposed on the company/SP in the last 05 years while handling similar work
	Response of the Bidding Company along with certificates
6	The Bidding Company must provide certification that its operations are compliant with local labour laws, relevant tax regime and is approved by concerned Local Govt. Department and possesses Trade License or any other relevant permit required to operate in diplomatic establishments at the concerned city.
	Response of the Bidding Company along with certificates
7	The Bidding Company must certify that the company and its subsidiaries/ partners are not involved or convicted in any unlawful or illegal activity including but not limited to human trafficking, anti-Indian activities, hawala, tax evasion, financial fraud, corporate malpractices, etc. The Bidder must certify that any of its officials have not been convicted for, or involved in, bribery, corruption, or fraud.
	Response of the Bidding Company (Annexure-D)
8	The Bidding Company must certify that it has personnel of adequate qualifications for implementation of work in any important establishments in the country.
	Response of the Bidding Company along with certificate

Signature.....

Name & Designation.....

(With seal of the bidding Company)

(To be signed by CEO or equivalent Authority)



**BID SECURITY DEPOSIT (EMD)**

Date of Issue.....

Effective Date: .....

Expiry Date:.....

Value of BG.....

To  
Head of Chancery,  
Embassy of India, Kuwait  
Daiya, Kuwait

WHEREAS..... (here in after called "the Bidder") is submitting its bid/offer dated..... for **supply, installation & commissioning of CCTV camera system at the Embassy of India, Kuwait**, in response to the Tender No **Kuw/Admn/815/02/2024** dated **28.04.2025** published by the Embassy of India, Kuwait, (here in after called "the Buyer"), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/ Earnest Money Deposit (EMD) for an amount of ..... valid upto..... days beyond the final bid validity period, is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Embassy of India, Kuwait under any or all of the following conditions:

1. The withdrawal or revision of bid by the Bidder during the bid validity period, or
2. Non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. Failure to execute the Contract within the prescribed contractual timeframe as per the contractual terms and conditions, or
4. On the happening of any contingencies mentioned in the NIT.

KNOW ALL PEOPLE by these presents that: WE..... (Name and address of Bank) having our registered office at .....(Address of Bank) (here-in after called "the Bank") guarantee and undertake to pay immediately on first demand by the Embassy of India, Kuwait the sum of ..... without any reservation, protest, demur, and recourse. Any such demand made by the Embassy of India, Kuwait shall be conclusive and recourse. Any such demand made by the Embassy of India, Kuwait shall be binding on the Bank irrespective of any dispute or difference raised by the bidder.

The Bank Guarantee shall be irrevocable and shall remain valid up to .....days beyond the final bid validity period (i.e.,..... ) If any further extension is required, the same shall be extended to such required period on receiving instruction from the bidder on whose behalf this guarantee is issued.

Not with standing anything contained herein:

1. This Bank Guarantee shall be valid up to ..... i.e., .....days beyond the final bid validity period),
2. The total liability of Bank under this Bank Guarantee shall be limited to.....(EMD amount).
3. We, the Bank, are liable to pay the claimed amount under this Bank Guarantee only and only if the Consulate serves upon the Bank a written claim on or before.....(.....days beyond the final bid validity period). We undertake to pay the Consulate up to the above amount upon receipt of its first written demand, without the Consulate having to substantiate its demand, provided that in its demand the Consulate will note that the amount claimed by it is due owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

The Bank Guarantee will remain in force up to and including ..... (i.e.,..... days beyond the final bid validity period), and any demand in respect thereof should reach the Bank not later than the above date. This Bank further agrees that the claims if any against this Bank Guarantee shall be enforceable at our Branch office at .....

Place:

SEAL Code No. Signature

Name of Bank

Address

Date

Note: Bidder should ensure that the seal and Code No. of the signatory is put by the Bankers, before submission of BG.

**BID COVER LETTER & DECLARATION**

[Date]

To  
Head of Chancery,  
Embassy of India, Kuwait

Dear Sir,

Ref: Notice Inviting Tender - **Supply, installation & commissioning of CCTV camera system at the Embassy of India, Kuwait**

Having examined the NIT, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply, install and commissioning of CCTV Camera System** as required and outlined in the NIT for the Embassy of India, Kuwait. To meet such requirements are set out in the NIT.

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

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for supply, installation & commissioning of CCTV camera system), put forward in NIT or such adjusted plan as may subsequently be mutually agreed between us and Embassy of India, Kuwait or its appointed representatives.

If our proposal is accepted, we will submit a performance bank guarantee and other guarantees in the format given in the NIT document issued by any Bank scheduled/ accredited by the Bank acceptable to Embassy of India, Kuwait, the following Bank Guarantees:

- BG for holding GOI money and documents of the applicants.
- Performance Bank Guarantee

We agree for unconditional acceptance of all the terms and conditions set out in the NIT document and also agree to abide by this tender response for a period of SIX MONTHS including extensions of any 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 tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Embassy of India, Kuwait.

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 Embassy of India, Kuwait is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Embassy of India, Kuwait as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response or annul the entire tender process without assigning any reasons before awarding of the Contract.

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

Dated:

(Signature)  
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/ Stamp of Bidding Company Witness Signature:

Witness Name:

Witness Address:

#### **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I ....., the Company Secretary of....., certify that..... who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

Name

(Company Seal)

**Declaration by the Bidding Company**

Declaration by the Bidding Company (Name.....)

We,.....the Bidding Company taking part in the Tender for supply, installation and commissioning of CCTV camera system at the Embassy of India, Kuwait certify as follows: that,

- a. We.....(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
- b. It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
- c. We have provided the Organizational profile of our Company on ..... (date) to the Embassy of India, Kuwait.
- d. We fully understand the provisions of Annex I (Financial Bid), E (Mandatory Criteria) and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.
- e. We fully understand and accept the penalty and the consequences of not adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.
- f. We fully understand that the Consulate has the right to accept or reject any or all proposals or to annul the Bidding process, at any time, without assigning any reasons, prior to any Contract being awarded.
- g. We certify that we have no subsidiary company that is taking part in the present tender process separately.
- h. We understand that the proposal remains valid for six months following the closing date of the NIT. It is also understood that the award of Contract will be valid for a period of up to 07(seven) days from the date of announcement of the result for the work.

- i. We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annexure-I (Financial Bid), which forms Part of the Financial Bid.
- j. We have fully read, understood, and complied with all the conditions stipulated in the NIT document.
- k. We undertake, if awarded the Contract, to fully involve in the work directly and do not entrust the work to a third party on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process.
- l. We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes.
- m. We also understand that this undertaking will become an integral part of the Agreement between us and the Embassy of India, Kuwait should we be awarded the bid/Contract.
- n. The undersigned is authorized to sign the tender documents on behalf of ..... (name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

**Signature with Name & Designation**

**(To be signed by CEO or equivalent rank)**

**Bidding Company: .....**

**Date: .....**

**ORGANIZATION PROFILE**

SL No.	Head	Information
1	Full legal name of the Bidding Company	
2	Address	
	Registered Office	
	Corporate Office	
	Head Office	
	Details of valid Registration No., date and issuing authority	
3	Contact person with name, designation, Mission address, email address, Telephone number, Including mobile number	
	Additional contact person with similar details	
4	Website link of the Bidding Company giving details of the activities of the company including outsourcing activities	
5	List of Branch offices with address	
6	Number of years of experience in similar work other activities under which the company has become eligible to take part in the tender process	
7	Joint Venture/ Partnership detail (with relevant documents)	

**List of approved Camera brands**

<b>Sl.No.</b>	<b>Brands</b>
1	Axis Communication
2	Mobotix
3	Arecont Vision
4	Wavesys Global
5	Wiska

***Note:- It would be compulsory for the bidders to quote cameras only from these brands.***



**2 MP Fixed Bullet Camera**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification</b>	<b>Compliance and Specification</b>
1	Brand and model No.		
2	Image Sensor	1/3" Progressive CMOS or better	
3	Day/ Night Operation	Automatic switch	
4	Minimum Illumination	Colour : 0.2 lux BW: 0.05 lux or lesser (lesser is always better)	
5	Image Resolution	2 Mega Pixel or better	
6	Video Compression	H.264 / H.265	
7	Frame Rate	25 fps or better	
8	Stream	Dual or Above	
9	Motion Detection	Built in or IP integrated	
10	Wide Dynamic Range	80 dB or better	
11	IR	20 Mts or better	
12	Interface	RJ45 10BASE-T/100BASE-TX PoE	
13	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
14	Security	User Authentication, IP Filtering and user access log	
15	Event Trigger (minimum)	Motion detection and tamper detection	
16	Operating Temperature	Location specific	
17	Operating Humidity	Location specific	
18	Onvif	Should be compliant	
19	NDAA Complaint	The proposed camera should be NDAA Compliant	
20	Warranty	5 Years OEM warranty or better	

**4 MP Fixed Bullet Camera**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification</b>	<b>Compliance and Specification</b>
1	Brand and model No		
2	Image Sensor	1/3" Progressive CMOS or better	
3	Day/ Night Operation	Automatic switch	
4	Minimum Illumination	Colour : 0.2 lux BW: 0.05 lux or lesser (lesser is always better)	
5	Image Resolution	4 Mega Pixel or better	
6	Video Compression	H.264 / H.265	
7	Frame Rate	25 fps or better	
8	Stream	Dual or Above	
9	Motion Detection	Built in or IP integrated	
10	Wide Dynamic Range	120 dB or better	
11	IR	20 Mts or better	
12	Interface	RJ45 10BASE-T/100BASE-TX PoE	
13	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
14	Security	User Authentication, IP Filtering and user access log	
15	Event Trigger (minimum)	Motion detection and tamper detection	
16	Operating Temperature	Location specific	
17	Operating Humidity	Location specific	
18	Onvif	Should be compliant	
19	NDAA Complaint	The proposed camera should be NDAA Compliant	
20	Warranty	5 Years OEM warranty or better	

**2 MP Dome Camera**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification</b>	<b>Compliance and Specification</b>
1	Brand Name and model no.		
2	Image Sensor	1/3" Progressive CMOS or better	
3	Day/ Night Operation	Automatic switch	
4	Minimum Illumination	Colour:0.2 lux B/W: 0.04 lux or lesser (lesser is always better)	
5	IR Illumination	15 meter range or better	
6	Image Resolution	1920X1080 or better	
7	Compression	H.264/H.265	
8	Frame Rate and Bit Rate	30 FPS or better.	
9	Stream	Dual or Above	
10	Motion Detection	Built in or IP integrated	
11	Wide Dynamic Range	120 dB or Better	
12	Interface	RJ45 10BASE-T/100BASE-TX PoE	
13	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
14	Security	User Authentication, IP Filtering and user access log	
15	Event Triggers (minimum)	Motion Detection and Tamper Detection	
16	Operating Temperature	Location specific	
17	Operating Humidity	Location specific	
18	NDAA Complaint	The proposed camera should be NDAA Compliant	
19	Onvif	Compliant	
20	Warranty	5 Years OEM Warranty	

**4 MP Dome Camera**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification</b>	<b>Compliance and Specification</b>
1	Brand name and model no.		
2	Image Sensor	1/3" Progressive CMOS or better	
3	Day/ Night Operation	Automatic switch	
4	Minimum Illumination	Colour:0.2 lux B/W: 0.04 lux or lesser (lesser is always better)	
5	IR Illumination	18 meter range or better	
6	Image Resolution	4 Mega Pixel or better	
7	Compression	H.264/H.265	
8	Frame Rate and Bit Rate	30 FPS or better.	
9	Stream	Dual or Above	
10	Motion Detection	Built in or IP integrated	
11	Wide Dynamic Range	120 dB or Better	
12	Interface	RJ45 10BASE-T/100BASE-TX PoE	
13	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
14	Security	User Authentication, IP Filtering and user access log	
15	Event Triggers (minimum)	Motion Detection and Tamper Detection	
16	Operating Temperature	Location specific	
17	Operating Humidity	Location specific	
18	NDAA Complaint	The proposed camera should be NDAA Compliant	
19	Onvif	Compliant	
20	Warranty	5 Years OEM Warranty	

**PTZ Camera**

Sl. No.	Parameter	Specification	Compliance and Specification
1	Brand name and model no.		
2	Image Sensor	1/2.8" Progressive Scan CMOS or better	
3	Day/ Night Operation	Automatic with IR Cut Filter	
4	Minimum Illumination	Colour: 0.07 Lux B/W": 0.01or lesser (lesser is always better)	
5	Optical Zoom	30 Minimum & 12x Digital Zoom, or better	
6	Lens	5-120mm or better	
7	Image Resolution	1920 x 1080 or better	
8	Compression	H.265,H.264	
9	Frame Rate and Bit Rate	Full HD 1080p 30 fps or better	
10	Motion Detection	Built in or IP integrated	
11	Electronic Shutter	1/10000 s to 1s or better	
12	Wide Dyanamic Range	120 dB or Better	
13	Image Freeze on PTZ	Required	
14	Event Triggers (minimum)	Motion Detection and Tamper Detection	
15	Preset Positions	100 or better	
16	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
17	Security	User Authentication, IP Filtering and user access log	
18	Logs	The camera shall provide logs of latest connections, access attempts, users connected, changes in the cameras etc	
19	Interface	RJ 45, 100 Base TX	
20	Enclosure	IP66- and NEMA 4X-rate	
21	Operating Temperature	Location specific	
22	Operating Humidity	Location specific	
24	NDAA Complaint	The proposed camera should be NDAA Compliant	
25	Onvif	Compliant	
26	Warranty	5 Years OEM warranty	

**Omni Directional camera**

Sl. No.	Description	Specification	Compliance and Specification
1	Brand name and model no.		
2	Cameras	2 or more	
3	Image Sensor	Each camera should have 1/2.8" progressive scan CMOS or better	
4	Day/ Night Operation	Yes with Builtin Automatic IR Cut Filter	
5	Minimum Illumination	Colour: 0.2 Lux or lesser (lesser is always better)	
6	Lens	3–6 mm,	
7	Field of View	Collectively 360°	
8	Image Resolution	No of cameras x 1920x1080 (1080p)	
9	Compression	H.264 High, Baseline and Main Profiles, MJPEG H.265	
10	Frame Rate and Bit Rate	Up to 25/30 fps	
11	Streams	Dual or above	
12	Motion Detection	Yes built in with multiple configurable areas in the video stream	
13	Event triggers (minimum)	Motion detection and tamper detection	
14	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
15	Security	User Authentication, IP Filtering and user access log	
16	Interface	RJ 45, 100 Base TX	
17	IR illumination	Four individually controllable IR with power-efficient, Range of reach 20 m	
18	Enclosure	IP66-, IP67- and NEMA 4X-	
19	Operating Temperature	Location specific	
20	Operating Humidity	Location specific	
21	NDAA Complaint	Should be compliant	
23	Onvif	Compliant	
24	Warranty	5 Years OEM warranty or better	



**Fish eye camera**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification</b>	<b>Compliance and Specification</b>
1	Brand name and model no.		
2	Image Sensor	½" Progressive CMOS or better	
3	Horizontal field of view	180 degree or better	
4	Vertical field of view	180 degree or better	
5	Minimum Illumination	Colour : 0.4 lux or lesser (lesser is always better)	
6	Image Resolution	6 Mega Pixel or better	
7	Video Compression	H.264 / H.265	
8	Frame Rate	25 fps or better	
9	Stream	Dual or Above	
10	Motion Detection	Built in or IP integrated	
11	Wide Dynamic Range	120 dB or better	
12	IR	10 Mts or better	
13	Interface	RJ45 10BASE-T/100BASE-TX PoE	
14	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS, DHCPv4/v6 and additional supported protocols, if available	
15	Security	User Authentication, IP Filtering and user access log	
16	Event Trigger (minimum)	Motion detection and tamper detection	
17	Operating Temperature	Location specific	
18	Operating Humidity	Location specific	
19	Onvif	Should be compliant	
20	NDAA Complaint	The proposed camera should be NDAA Compliant	
21	Warranty	5 Years OEM warranty or better	

**SFP POE Switch**

Sl. No.	Description	Specification			Compliance and Specification
1	PoE Port	8*10/100/1000 port support IEEE802.3 af/at	16*10/100/1000 port support IEEE802.3 af/at	24*10/100/1000 port support IEEE802.3 af/at	
2	Switch capacity	5 Gbps or better	7 Gbps or better	8 Gbps or better	
3	Transmission Distance	100 - 150m			
4	Protocol standards	IEEE802.3 af/IEEE802.3 at			
5	PoE Type	End-span			
6	Network standard	IEEE 802.3, IEEE 02.3u, 802.3x, 802.3af/at			
7	Network Medium	10/100/1000 mbps 5 class and above non shielded twisted pair			
8	SFP Port	Yes			
9	Forwarding Rate	100 Mbps :14880pps/1000Mbps:1480pps			
10	MAC address	MAC Address table 8K			
11	Port function	Power priority mechanism, fast and forward , MAC IEEE802.3X Full-duplex and mode and backpressure for half -duplex mode.			
12	Indicators	Each port occupied 1 Link/Act 100 Mbps POE status Indicator, Whole power indicator.			
13	Working Temperature	Location specific. Location with sub zero temperature should use Industrial grade switches.			

Note:-The Intellectual Property Rights for the switches should not be with a company from a country which share land border with India. Non compliance would need prior approval.



**Server for minimum 45 days back up**

Sl. No.	Description	Specification				Compliance and Specification
		16 Cameras	32 Cameras	64 Cameras	100 Cameras	
1	CPU	64-bit high performance, Minimum one Processor of 8 Core or higher Intel/AMD CPU operating at 2.1 GHz or more with a minimum of 11 MB L3 cache or higher	64-bit high performance, Minimum Two Processor of 8 Core each or higher Intel/AMD CPU operating at 2.1 GHz or more with a minimum of 11 MB L3 cache or higher	64-bit high performance, Minimum Two Processor of 8 Core each or higher Intel/AMD CPU operating at 2.1 GHz or more with a minimum of 11 MB L3 cache or higher	64-bit high performance, Minimum Two Processor of 16 Core each or higher Intel/AMD CPU operating at 2.1 GHz or more with a minimum of 11 MB L3 cache or higher	
2	Memory	32 GB DDR RAM Upgradable to 512 GB	64 GB DDR RAM Upgradable to 1 TB	64 GB DDR RAM Upgradable to 1 TB	256 GB DDR RAM Upgradable to 1 TB	
3	Hard Drive	SAS 10k rpm or higher hot swappable Hard disk in raid 5 or 6 configuration having usable space of 45 TB or more	SAS 10k rpm or higher hot swappable Hard disk in raid 5 or 6 configuration having usable space of 75 TB or more	SAS 10k rpm or higher hot swappable Hard disk in raid 5 or 6 configuration having usable space of 125 TB or more	SAS 10k rpm or higher hot swappable Hard disk in raid 5 or 6 configuration having usable space of 180 TB or more	
4	Recording Server	Rack Mountable				
5	Fans	Normal with Redundant FANS.				
6	Network Adapter (NIC)	Dual 10/100/1000 Mbps ports.				
7	Keyboard	USB Keyboard				
8	Mouse	Optical Mouse with scroll				

9	Operating System	Licensed MS Windows Server or Linux (Latest version)	
10	Anti-Virus Software	Compatible with Windows/ Linux	

**Note:-The Intellectual Property Rights for the server should not be with a company from a country which share land border with India. Non compliance would need prior approval.**

**(Video Management System) VMS**

Sl. No.	Specification	Compliance and Specification
1	The software should have inbuilt facility to store configuration of cameras.	
2	The software shall Support flexible 1/4/9/16/25 user defined Windows Split screen display mode or scroll mode on the PC/Workstation monitor or on preview monitor as per site requirement.	
3	The software shall be able to control all cameras features such as PTZ control, auto/manual focus, and color balance of camera, Selection of presets, Video tour selection etc.	
4	The software is required to generate reports of stored device configuration. The control software is required to provide alarm and alarm log. The log shall be able to be archived, printed and displayed using a device filter, a device group filter and/or a time window.	
5	The software shall have user access authority configurable on per device or per device group basis. The authorized user shall have the facility to request the access of any camera and can control the camera for a reservation period. Control of camera is released after the reservation period.	
6	The system software shall provide User activity log (audit trail) with user id, time stamp, and action performed, etc.	
7	The administrator shall be able to add, edit & delete users with rights. It shall be possible to view ability/ rights of each user or the cameras which can be viewed & controlled as per the permission assigned by the administrator.	
8	The system software should provide Analytic features such as Intrusion, Motion detection and Security device Alarm etc as per site requirement.	
9	The system software shall have recording modes viz. continuous, manual, or programmed modes on date, time and camera-wise. All modes shall be disabled and enabled using scheduled configuration. It shall also be possible to search and replay the recorded images on date, time and camera wise. It shall provide onscreen controls for remote operation of	
10	PTZ cameras. It shall have the facility for scheduled recording. Different recording speeds (fps) and resolution for each recording mode for each camera shall be possible.	

11	It shall provide programmable motion detection and recording, to be defined, area -wise.	
12	The settings shall be individually configurable for each alarm and each camera, pre-record duration. This shall allow the Camera Server to capture video prior to the alarm/event, as well as after the alarm/ event. Shall be selectable from a list of values ranging between 0 seconds and 5 minutes.	
13	Data storage should be at a secure location, with strictly controlled access. The Capacity of storage should be for the period of continuous 45 days or more. For every 30 disks one spare disk needs to be configured over and above required capacity. The storage system should follow FIFO on recording.	
14	The software shall support a built -in Hardware or Software Watchdog module. Watchdog shall monitor operation of all services and automatically restart them if they are malfunctioning.	
15	The software should be able to receive alarm signal of the camera and should be able to send relay out signal through the camera.	
16	The software should provide a reporting utility for tracking but not limited to the following options. Video and images shall be stored with reports for documenting events.	
<b>Alarms, Incidents, Operator logs, Service requests</b>		
17	It shall be possible to get reports on past events by querying the audit databases. It shall allow the search by User Logon, Entity Configuration, Incident, Alarm, Application Failure, and Equipment Failure.	
18	It shall allow passage of specific alarms to specified users rather than sending all alarms to every user	
<b>User Facilities Covered In Application Software</b>		
19	<p>The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms, etc.):</p> <ol style="list-style-type: none"> <li>Live display of cameras</li> <li>Control of PTZ cameras</li> <li>Playback of archived video</li> <li>Retrieval of archived video</li> <li>Instant Replay of live video</li> <li>Configuration of system settings</li> </ol>	

20	The user applications shall provide an authentication mechanism, which verifies the validity of the user.	
21	The user shall be able to define bookmarks, the amount of time he wishes to go back from a predefined list or through a custom setup period.	
22	The user shall be allowed to add bookmarks to recorded clips of video.	
23	The user shall be able to choose and trigger an action from a list of available actions included but are not limited to: <ul style="list-style-type: none"> <li>i. View camera in a video tile</li> <li>ii. View Map or procedure in video tile</li> <li>iii. Starting/ stopping PTZ pattern</li> <li>iv. Go to PTZ preset</li> <li>v. Sending alert messages</li> </ul>	
24	The user shall be capable to display all camera sequences created in the system.	
25	The user shall be allowed for unlimited cameras sequences, which can be run independently of each other on either of the monitor tiles.	
26	The user shall be able to drag and drop a camera from a tree of available cameras into any video tile for live viewing.	
27	Support digital zoom on a fixed/ PTZ camera's live and recorded video streams.	
28	The user shall be allowed to access the PTZ configuration with no need of additional hardware.	

**Work Station**

<b>Sl. No.</b>	<b>TECHNICAL SPECIFICATIONS:</b>	<b>Compliance and Specification</b>
1.	Core i9 Processor or better	
2.	Memory: 32 GB DDR RAM	
3.	Form factor : Tower	
4.	Hard Drives: 450 GB SSD and 2 TB SATA or better	
5.	Graphic Card : 2 x 4Gb Graphics card with HDMI Port	
6.	Network Adapter (NIC): Dual Integrated 10/100/1000 Mbps ports.	
7.	Keyboard: USB Keyboard	
8.	Mouse: Optical Mouse with scroll	
9.	Operating System: Licensed M S windows/ Linux	
10.	Anti-Virus Software compatible with Windows/ Linux	

**CCTV Passive items(as per actuals)**

Sl. No.	NETWORKING, CABLING, ETC.	Compliance and Specification
1	<b>CABLES</b>	
a	<b>General Features:</b>	
i	All cables used for the project shall be supplied as under: a. ISO certified reputed cable manufacturer. b. Ensure high bandwidth, low attenuation and low losses in signal quality.	
ii	Backbone Network up to Switches (L3 Switches to L2 Switches): OFC/ cable	
iii	From Switches to each node (L2 Switch to Servers, Workstation, Cameras, Displays etc.): UTP Cat 6	
iv	Laying of cable inside the building shall be in conduit and for outdoor a. Through HDPE pipe in sift soil. b. In concrete /read cutting area ,it shall be laid in GI pipe	
v	Cable and spools shall be of flame retardant type.	
b	<b>Optical Fibre Cable</b>	
i	Optic Fibre 6 core, SMF, 9/125 micron, 1000 Mbps	
ii	Core Diameter @ 1310 nm : 9±0.6 micro meter Cladding Diameter : 125±1.0 micro meter	
iii	Max. Attenuation (Cables with fibres) At 1310 nm : 0.36 dB/km at 1550 nm : 0.25 dB/km	
iv	Secondary Buffer Material : Gel filled Loose Tube	
v	Min. Bend Radius : 20x Outer Diameter	
vi	Fibre Core: Should be Silica Glass or equivalent	
c	<b>CAT 6 UTP cable</b>	
i	Suitable for high speed data applications, Gigabit Ethernet.	
ii	4 pairs, easily identifiable colour -striped Outlet.	
iii	Termination of 4 pair balanced twisted pair copper cable.	
iv	Shall be wired straight through.	
v	Rear protective strain relief cap.	



<b>2</b>	<b>PATCH CORDS</b>	
a	Push & pull design with latch.	
b	Shall be wired straight through.	
c	Bend relief compliant boots to ensure proper CAT 6 performance.	
<b>3</b>	<b>OFC PATCH CORDS</b>	
	Suitable for single mode SC type fiber cable connectors with plastic moulded plug type connectors. Standard ceramic ferrules.	
<b>4</b>	<b>OFC CONNECTORS</b>	
	Single mode SC/LC type with push-pull mechanism, fully in compliance, with latest industry standards.	
<b>5</b>	<b>OFC ADAPTORS</b>	
	Suitable for single mode SC/LC type fiber cable connectors which shall be fully in compliance with latest industrial standard. It shall be with snap/latch mechanism.	
<b>6</b>	<b>Light Guide Interconnect Unit(LIU)</b>	
	Rack Mount Type LIU fully populated with required modules, connectors, etc. shall be supplied and installed as required.	
<b>7</b>	<b>9U WALL MOUNT RACK</b>	
a	Portable 9U WALL Mount Rack having front Transparent Toughened glass door. The Rear door material shall be CRCA Steel.	
b	It should consist of secure locks, keyboard tray sliding & rotary, shelf For CRT/TFT Display, Support cable entry from top or bottom, vertical & horizontal managers, fan for heat dissipation, dust or water resistant and PDU power strips.	
c	Minimum 60 kgs Load Bearing capacity.	
<b>8</b>	<b>OUTDOOR JUNCTION BOX</b>	
a	Protection Class: IP -55	
b	Size: Junction Box must be of appropriate size to house different components as per CCTV system design confirming to tender specifications	
c	Power & Earthing: The junction box shall be provided with external earthing lugs 5 socket Power termination with MCB or More	
<b>9</b>	<b>Poles</b>	
a	GI Poles	
b	Erection: Proper sturdy fixing , including civil/ground work.	



**NVR (Network Video Recorder)**

Sl. No.	Parameter	Specification	Compliance and Specification
1	Brand name and model no.		
2	Numbers of Licenses	Min 8 Channels expandable up to 16 channels in the same unit with up to 5 MP or better supported cameras from approved brands.	
3	Video Output	HDMI, VGA/ DP	
4	Output Resolution	Min 1920x1080 or better	
5	Decoding Capacity (H.264/H.265)	60 Fps @ 1080 or better	
6	Throughput	64 Mbps or better for 8 Channels 128 Mbps or better for 16 Channels	
7	Number of Drives	Min 2 Drives or more for 8 Channels Min 4 Drives or more for 16 Channels	
8	Protocol Supported	ONVIF latest profile	
9	Storage Capacity	For 8 Channels: Min 12 TB or more distributed in 2 or more drives for min 45 days recording capacity.  For 16 Channels: Min 24 TB or more distributed in 4 or more drives for min 45 days recording capacity.	
10	I/O Interface	Min 3 or more USB 3.0 or better	
11	LAN	1 x Gigabit Port, RJ45 or better	
12	LAN Transmission Speed	100/1000 Mbps	
13	Software	Free software for live viewing up to 16 channels as per NVR	

### **VMS (Video Management Software)**

<b>Sl. No.</b>	<b>Specifications</b>	<b>Compliance and Specification</b>
1	Supply of video surveillance application software (VMS) for NVR to be provided with ONVIF cameras with full functionality, virtual software/video management camera licenses suitable for all matrix capability.	
2	VMS should have inbuilt facility to store configuration of cameras.	
3	VMS shall support flexible 1/4/8/16 user defined display mode or scroll mode on the PC/Workstation monitor or on preview monitor as per site requirement.	
4	VMS shall be able to control all cameras features such as PTZ control, iris control, auto/manual focus, and color balance of camera, selection of presets, video tour selection etc.	
5	VMS should be able to generate reports of stored device configuration. The software should provide alarm and alarm logs. The configuration shall be able to be archived, printed and displayed.	
6	VMS should provide user activity log (audit trail) with user id, time stamp, and action performed, etc.	
7	The administrator shall be able to add, edit & delete users with rights. It shall be possible to view ability/rights of each user or the cameras which can be viewed & controlled as per the permission assigned by the administrator.	
8	VMS shall provide a facility for any alarm input initiating any action in the VMS system.	
9	VMS shall provide intrusion detection, motion detection and security device alarm etc as per site requirement.	
10	VMS should provide a reporting utility for tracking but not limited to alarms, incidents, operator logs, service requests etc. Video and images shall be stored with reports for documenting events.	
11	VMS should have capability for integration with other security equipment such as fire alarm/panel etc.	

**Note:-The Intellectual Property Rights for the NVR should not be with a company from a country which share land border with India. Non compliance would need prior approval.**

## Bill of Quantity (BOQ)

Equipment	Specification	Page No.	Number
4 MP Bullet Camera	As per Annexure G (ii)	34	<b>17</b>
4 MP Dome Camera	As per Annexure G (iv)	36	<b>35</b>
PTZ Camera	As per Annexure G (v)	37	<b>2</b>
Multi Sensor Camera	As per Annexure G (vi)	38	<b>4</b>
Bi-Directional Camera	As per Annexure G (vi)	38	<b>3</b>
360 Degree/Multi view Camera	As per Annexure G (vi)	38	<b>1</b>
Switches- 8 port, 16 port and 24 port	As per Annexure G (viii)	40	As per actuals
Server	As per Annexure G (ix)	41-42	<b>1</b>
VMS- for 16 Channel, 32 Channel, 64 Channel and 100 Channel servers.	As per Annexure G (x)	43-45	VMS differs as per the channels (camera capacity) of the server selected.
Work Station	As per Annexure G (xi)	46	<b>4</b>
Passive Items	As per Annexure G (xii)	47-48	As per actuals
NVR and VMS (for upto 16 CCTV cameras only)	As per Annexure G (xiii)	49-50	<b>1</b>
Display	42" LED display caters to 16 camera feeds. May also select Plasma displays for viewing 4K feeds		As per actuals
UPS	As per power requirement.		As per actuals

## Financial Bid Format

Sl. No.	Description			Total (In Kuwaiti Dinar)
	Item Details	Number of Items	Cost per Item (In Kuwaiti Dinar)	
1	4 MP Bullet Camera	17		
2	4 MP Dome Camera	35		
3	PTZ Camera	2		
4	Multi Sensor Camera	4		
5	Bi-Directional Camera	3		
6	360 Degree/Multi view Camera	1		
7	Switches			
	8 ports			
	16 ports			
	24 ports			
8	Server	1		
9	Workstation	4		
10	Rest/ Misc (VMS, passive items, labour, installation, warranty application, poles, screen, civil works, etc)	NA		
	Total			

**Signature of the Bidder with seal**

**Seal of Establishment**

**Full Name of Bidder with address & Date**

**Note: - The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the bidder(s).**

## Performance Bank Guarantee

## FORMAT FOR PERFORMANCE GUARANTEE BOND/ PERFORMANCE SECURITY

Brief description of contract:- Supply, installation and commissioning of CCTV Cameras at the Embassy of India, Kuwait

To,

Embassy of India,  
Daiya, Kuwait

1. In accordance with your Tender No. Kuw/Admn/815/02/2024 dated 29.042025 for supply, installation and commissioning of CCTV cameras at the **Embassy of India, Kuwait, Daiya, Kuwait** submits a Bank Guarantee Bond amounting to 5% of the contract value and valid till warranty period (60 months) from the date of issue of Performance Guarantee Bond may be submitted within 15 days from the date of Acceptance as a successful bidder.

2. Now this bank hereby guarantees that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to **Embassy of India, Kuwait** on demand and without protest or demur 5% of the contract value i.e. Local currency only (in words).

3. This Bank further agrees that the decision of **Embassy of India, Kuwait** (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding. We, .....(name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and **Embassy of India, Kuwait** (Buyer).

4. Notwithstanding anything contained herein:

- A) Our liability under this Bank Guarantee shall not exceed 5% of the contract value i.e. Local currency only (in words).
- B) This Bank Guarantee shall be valid up to..... (date) i.e. upto warranty period; and
- C) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only **Embassy of India, Kuwait** serve upon us a written claim or demand on or before (date) i.e. upto warranty period.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

**Non-Disclosure Agreement**

This agreement is entered in to this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year) between Embassy/High Commission/Consulate General of India, \_\_\_\_\_ (hereinafter called as "**Discloser**") and \_\_\_\_\_ (Name of the Company with Address) (hereinafter called as "**Recipient**"), collectively "**Party**" or "**Parties**".

WHEREAS the Discloser possesses certain information relating to the security set-up, security architecture, lay-out, security processes and procedures, designs, drawings, software and hardware configuration, computer programs, algorithms, services, customer etc that is confidential and proprietary in nature (hereinafter called as "**Confidential Information**"); and

WHEREAS the recipient is bound to get to know about the Confidential Information in pursuant to the terms of the Agreement for the purpose of supply, installation, testing and commissioning of a CCTV system (hereinafter called as "**Purpose**") in the ..... (hereinafter called as "**Premises**").

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the Parties agree as follows:

1. **Disclosure:** Recipient agrees not to disclose and Discloser agrees to let the Recipient have the access to the Confidential Information as identified and reduced in writing or provided verbally or in any other way not reduced in writing at the time of such disclosure of the information.
2. **Confidentiality:**
  - 2.1 **No Use:** Recipient agrees not to use the Confidential Information in any way or under any circumstances share the same, in writing or through any other means, with any Third Party.
  - 2.2 **No Unauthorized Disclosure:** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any parts thereof, from disclosure to any person(s), or entity (ies), even if authorized or directed under any law, without the express permission of the Discloser. Discloser, notwithstanding anything, shall have the right to deny such disclosure of the Confidential Information being detrimental to the security interests of the Discloser and/ or its premises and employees.
  - 2.3 **Protection and Secrecy:** Recipient agrees to take all steps necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into public domain or into the possession of unauthorized person(s) and/ or entity (ies).

2.4 Recipient agrees that the layout plan of the structural design of the Premises, whether in physical or electronic form, shall always be in the custody of the Discloser. However, the Recipient shall have the access to the layout plan for the purpose of carrying out the contract for installation of CCTV System.

3. **Notices:** All notices hereunder shall be given by letter, addressed as follows:

[Name of the Mission/ Post]  
Address

[Name of the Company]  
Address

Attention [Insert Name]  
Title [Insert Designation]  
Email [Insert Email]  
Telephone:[Insert Number]  
Fax: [Insert Number]

Attention [Insert Name] Title  
Title [Insert Designation]  
Email [Insert Email]  
Telephone:[Insert Number]  
Fax: [Insert Number]

4. **Terms and Termination:** The term of this Agreement shall commence on the Effective Date i.e. the date of signing the Agreement for the Purpose and continue for such a period until and unless the Discloser terminates the Agreement or the Premises is relocated or vacated or abandoned, whichever is earlier.
5. **Breach:** The Recipient acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Discloser including loss of lives and limbs of the persons and damage to the property, for which monetary damages may be difficult to ascertain or turn to be meaningless. The Recipient therefore agrees that Discloser will have the right, in addition to its other rights and remedies, to seek injunctive relief for violations of this Agreement.
6. In case the Discloser suspects any violation of this Agreement, upon reasonable notice, it shall be binding for the Recipient to allow the Discloser to carry out an Audit by itself or by an authorized representative. In such a situation, the Recipient shall cooperate with the Discloser. The onus to rebut the suspicion shall lie on the Recipient.
7. **Dispute Resolution:** If a dispute arises out of or in connection with the contract arising from this NIT, or in respect of any defined legal relationship associated there with or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved within three months, the parties agree to submit that dispute to mediation under the Mediation Act, 2023 of Government of India. The place of Mediation shall be New Delhi, and the language used shall be English. The expenses on mediation will be shared by the Parties as per the provisions Mediation Act, 2023. If the dispute is not resolved by the parties through mediation, any party may request other party to mutually appoint a sole arbitrator, under the Arbitration and Conciliation Act 1996, as amended up to date, to settle the dispute through Arbitration. The venue of



Arbitration shall be New Delhi and language of Arbitral Tribunal shall be English. Parties shall bear own cost of Arbitration unless ordered otherwise by the Tribunal.

8. This Agreement shall be governed by and constructed in accordance with the laws in force in India.

9. **Miscellaneous:**

9.1 In the event of an amalgamation or merger with or take-over by a third party of their business, neither Party may assign or transfer its rights or obligations in the Agreement without the prior written consent of the other.

9.2 The Parties do not intend that any agency or partnership or relationship be created by them by this Agreement.

9.3 All additions or modifications to this Agreement must be made in writing and signed by an authorized representative of each Party.

**ACCEPTED AND AGREED**

[Name of the Mission/ Post]  
Address

[Name of the Company]  
Address

Attention [Insert Name]  
Title [Insert Designation]  
Email [Insert Email]  
Telephone:[Insert Number]  
Fax: [Insert Number]

Attention [Insert Name] Title  
Title [Insert Designation]  
Email [Insert Email]  
Telephone:[Insert Number]  
Fax: [Insert Number]