



EMBASSY OF INDIA

KUWAIT

**NOTICE INVITING TENDER FOR
SUPPLY, INSTALLATION, AND COMMISSIONING OF
INTERNET SERVICES
AND CORE NETWORK ROUTERS
AT THE EMBASSY OF INDIA, KUWAIT**

TENDER NO. Kuw/Admn/868/01/2025

Date: 13.09.2025

LAST DATE FOR SUBMISSION OF BIDS : (02.09.2025) UP TO 1600 HRS

DATE OF OPENING OF BIDS : (07.09.2025) AT 1430 HRS

PLACE OF OPENING BIDS:

EMBASSY OF INDIA

DIPLOMATIC ENCLAVE, ARABIAN GULF STREET, SAFAT 13015, KUWAIT.

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|------------|--|
| Annexure 1 | Technical Bid Proforma |
| Annexure 2 | Financial Bid Proforma |
| Annexure 3 | EMD Proforma |
| Annexure 4 | PBG Proforma |
| Annexure 5 | Service Level Agreement / Non Disclosure Agreement |
| Annexure 6 | Technical Requirement [Minimum] for Firewall |
| Annexure 7 | Technical Requirement [Minimum] for Router |
| Annexure 8 | Technical Requirement [Minimum] for Switch |

SECTION 1: GENERAL INSTRUCTIONS

1.1 The Embassy of India, Kuwait invites sealed tenders/quotations from reputed Internet Service Providers (ISP) for the provision of high-speed Internet services, the supply of necessary network equipment, and the implementation of a comprehensive core network topology at Chancery Building of the Embassy situated at **Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait.**

1.2. The tender documents can also be downloaded free of cost from the following websites:

<https://indembkwt.gov.in/index.php>

<https://eprocure.gov.in>

1.3. **Submission of bids:** Bidders shall submit their bid **in a large sealed envelope** super-scribed with ‘**Offer providing Internet & Firewall Services at Chancery Building, Embassy of India, Kuwait- to be opened by addressee only**’, which shall have following **three sealed envelopes** inside:

1.3.i- Envelope A: Should contain Earnest Money Deposit, super scribed as “**EMD**”.

1.3.ii- Envelope B: Should contain the documents mentioned in **Annexure- 1 and relevant documents in English as per para 3.4 of the Tender document**, . This envelope should be super-scribed as “**Technical Bid**”.

1.3.iii- Envelope C: Should contain the documents mentioned in **Annexure - 2**. This envelope should be super-scribed as “**Financial Bid**”.

1.3.iv- Any bid which would not contain EMD as per attached format will be rejected.

1.3.v - Please do not put “Financial Bid” (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

1.3.vi- Technical bids of only those bidders will be opened who have submitted a valid EMD. Financial bids of only technically qualified bidders will be opened.

1.3.vii- All the envelopes should also be superscripted at the bottom left corner with the **full name, postal address, email and telephone number of the firm/Bidder**. Bids may be delivered or sent by post at the aforementioned address so as to reach on or before the stipulated date and time. The Embassy will not be responsible for any postal delay.

1.4. **Earnest Money Deposit (EMD):** The bidder is required to deposit an Earnest Money Deposit (EMD) of **Kuwaiti Dinar 160/-** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form. The EMD should remain valid for a period of **90 Days**. Bid securities of the

unsuccessful bidders shall be returned to them at the earliest after the award of the contract. The proforma of EMD is provided at **Annexure 3**. Embassy won't pay any interest on EMD.

1.5 The validity of the Bids shall be **180 days**.

1.6 The important schedule and dates are as under:

No.	Key event	Dates
I	Bid submission start date	13.08.2025
II	Inspection of the site	Any working day between (period to be indicated) with prior appointment
III	Last date of enquiries	01.09.2025 by 1500 hrs
IV	Bid submission end date	02.09.2025 by 1630 hrs
V	Technical Bid Opening [tentative]	07.09.2025 at 1430 hrs
V	Date, time & place of opening of bid	Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait

1.7 **Performance Security:**

A. To ensure due performance of the contract, the successful bidder shall be required to furnish Performance Security of **5% of the value of contract** after award of the contract. Performance Security furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment, shall be returned interest-free post expiry of its validity. The proforma for Performance Security is as per **Annexure-4** of the tender document.

B. Performance Security should remain valid **for the contract period [24 months] + 60 Days** beyond the completion of all contractual obligations by the Contractor.

C. PBG shall be refunded/returned interest free post expiration of PBG validity period after the Contractor duly performs and completes the Contract in all respects.

D. The PBG shall be forfeited in the event of contractual breach by the Contractor.

1.8 EMD will be refunded to the successful bidder on receipt of Performance Security.

1.9 The selected bidder will be fully responsible for the delivery, installation, configuration, testing, and ongoing support of all components to ensure a fully operational and reliable network infrastructure.

1.10 All ISP for this tender are advised to understand the Installation Area, Layout carefully before submitting the tender.

1.11 The Fibrecable from Al Nuzha Exchange to the Embassy Building is under the ownership of Embassy. The ISP shall **use the existing arrangement of the cabling installed in/up to the Chancery** building while providing the internet connectivity.

1.12 The ISP shall be responsible for any statutory requirement for procurement, installation and working of all the required equipment like Router/Switch etc for the server. Permission from various authorities may be the sole responsibility of the bidder.

1.13 The ISP shall have to guarantee continuous uninterrupted internet line availability along with all the equipment supplied by them.

1.14 The selected bidder will be fully responsible for the delivery, installation, configuration, testing, and ongoing support of all components to ensure a fully operational and reliable network infrastructure.

1.15 Work Completion: The Selected ISP have to commence their setup and services within two months from the date of awarding the Tender.

1.16 Payment Terms: The Selected Bidder shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. For the Firewall, payment shall be made only after successful supply, installation, and activation of the device and confirmed by the Embassy.

1.17 The Selected ISP shall provide training to designated Embassy staff on the operation and handling of the Firewall equipment.

1.18 ISP shall be responsible for routine and breakdown maintenance, replacement, repair, of the Firewall equipment (including software) during the warranty period. Any other leased network equipment shall be repaired or replaced and delivered to the Embassy of India, Kuwait, at no additional financial obligation to the Embassy.

1.19 ISP shall be responsible for all other types of network equipment [Routers, switch etc] and shall provide maintenance, replacement, repair services.

1.18 All credentials related to network equipment, including but not limited to routers, switches, and firewalls, shall be retained by the Embassy. Even if the ISP serves as the custodian of any such equipment, all corresponding credentials shall remain in the sole possession of the Embassy.

1.19 It may be clearly mentioned that compliance with applicable local labour & other relevant local laws shall be the sole responsibility of service provider.

CONFIDENTIALITY AND PRIVACY LAWS

1.20 After awarding the work, selected ISP shall enter into a contract **Service Level cum Non-Disclosure Agreement (Annexure-5)**.

1.21 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.

1.22 The ISP is required to comply with all national laws of the country of its operation related to privacy and data security. The ISP 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.

1.23 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.

1.24 All data recorded by system including during trial and commissioning shall remain property of Government of India. Vendor shall have no right on the soft data / system / equipment until and unless expressly permitted by the Embassy of India, Kuwait.

SECTION 2: TECHNICAL REQUIREMENTS

2.1. The bidders are required to provide Internet services with Anti-DDOS protection from a single provider, incorporating a complete reliable solution for the Embassy. This solution must include the installation, configuration, and delivery of all necessary equipment and Renewal of existing FW with monitoring features and services to ensure the provision of three dedicated, full-duplex Internet links between the provider and the Embassy’s internal network, via fiber optic connections.

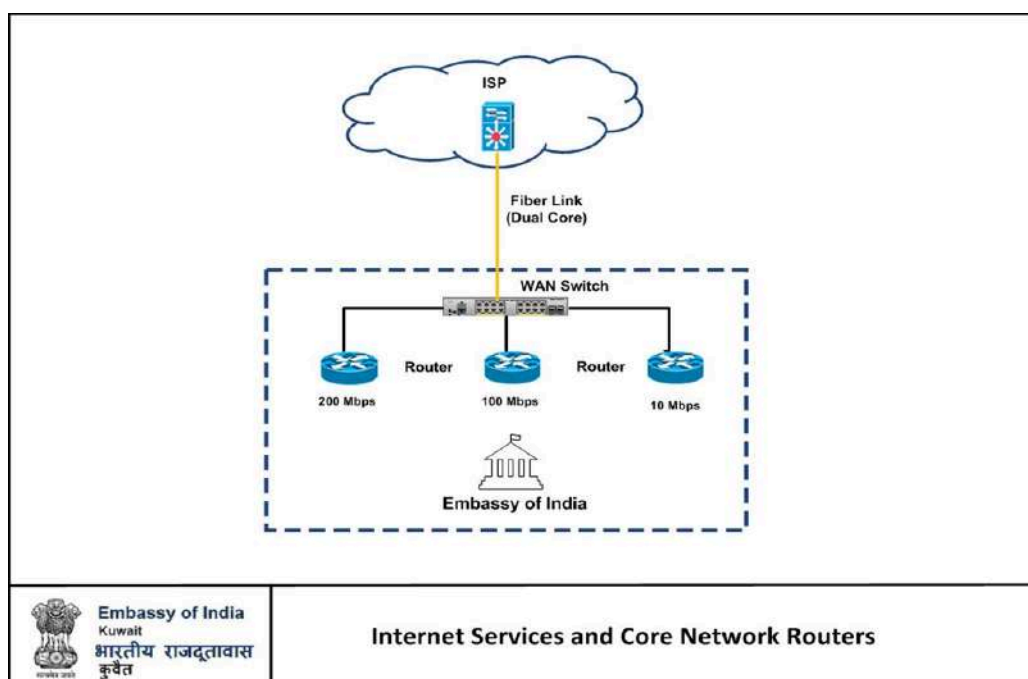
2.2. The proposed core network architecture is designed to deliver high-performance, scalable, and segmented internet services to meet the varying bandwidth requirements of different service endpoints within the premises. The topology ensures efficient traffic distribution, enhanced reliability, and centralized connectivity.

2.3. The core internet feed is delivered via a high-capacity fiber connection. This ensures a robust and reliable internet backbone with minimal latency and high availability. A dual-core fiber optic cable is utilized to connect the exchange to the on-premises infrastructure, offering redundancy and high throughput for uninterrupted service delivery.

2.4. The required Internet links for the Internet shall be dedicated Clear Channel high-speed links providing 99.9% bandwidth uninterrupted uptime.

2.5. The prospective bidders shall submit OEM Authorization/MAF certificates for the Firewall product being offered in their bids.

Network Diagram



2.6. Service requirements:

2.6.A. Internet Service 100Mbps with Router Qty = 1		Qty
SN	Item Description	
1	Internet Service with Anti-DDOS protection over fiber - Minimum 100Mbps Downlink – Minimum 100Mbps Uplink and should be totally dedicated for Embassy of India use.	1
2	Router (on Lease) Minimum Technical Requirements are mentioned at Annexure 7 & 8	1
2.6.B. Internet Service 50Mbps with Router Qty = 1		
SN	Item Description	
1	Internet Service with Anti-DDOS protection over fiber - Minimum 50Mbps Downlink – Minimum 50Mbps Uplink and should be totally dedicated for Embassy of India use.	1
2	Router (on Lease) Minimum Technical Requirements are mentioned at Annexure 7 & 8	1
2.6.C. Internet Service 10 Mbps with Router Qty = 1		
SN	Item Description	
1	Internet Service with Anti-DDOS protection over fiber - Minimum 10Mbps Downlink – Minimum 10Mbps Uplink and should be totally dedicated for Embassy of India use.	1
2	Router (on Lease) Minimum Technical Requirements are mentioned at Annexure 7 & 8	1
2.6.D. Firewall Device		
SN	Item Description	
1	Supply, installation of Configuration of a Firewall Device with 3 years Subscription [Equipment shall be owned by the Embassy] Minimum Technical Requirements are mentioned at Annexure 6	1

SECTION 3: OTHER TERMS AND CONDITIONS

3.1 Subject to acceptance of the tender and any counter-offer by the Embassy of India, the successful tenderer shall enter into a contract with the Embassy that will comprise the statement of conditions, rates and payment terms, and specification of the internet services to be provided.

3.2 The initial contract shall be valid for a period of two (02) years, with no escalation of service charges during this period. The contract may be extended for one (01) additional year at the same cost, terms, and conditions as in the first year, subject to satisfactory service.

3.3 Termination Clause: Either party may terminate the contract by giving the other party three (03) months' written notice.

3.4 Bidder Eligibility and Documentation: Bidders must submit the following with the tender documents: ***[Bidder shall provide relevant documents in the Technical Bid envelope].***

- A. Documentation showing at least five (5) years' experience in providing internet services to reputed organizations, including company brochures, appointment lists, and reference letters.
- B. Broad financial and organizational details, including an organization chart showing management structure and backup support for internet services.
- C. Quality certification (ISO 9001).
- D. Valid permit/registration from the competent local authority for providing internet services in Kuwait.
- E. Evidence of strong network coverage in Kuwait.
- F. Proof of providing internet connectivity to diplomatic missions, UN organizations, or other reputed entities in Kuwait.
- G. The bidder must be a telecommunications and internet service provider (ISP) covering most areas of Kuwait, with a presence in all local exchanges of the Ministry of Communications. Subcontractors are not allowed.
- H. Comprehensive Technical and Commercial Proposals as per the RFP.
- I. Preferably conduct a site and current network infrastructure survey prior to submitting the proposal.
- J. Partnership documentation with the manufacturer of the proposed network solution.
- K. Three (3) references for similar-scale projects in Kuwait, with contact details.
- L. Registration with the Central Agency for Information Technology (CAIT), Communication and Information Technology Regulatory Authority (CITRA), and Ministry of Communications (MOC).
- M. All internet links must be protected by locally installed Anti-DDOS systems, with traffic kept within Kuwait. Read-only access to Anti-DDOS must be provided to the customer.
- N. Anti-DDOS must have been installed with the ISP for at least four (4) years; provide evidence of similar projects.

- O. Firewall must be integrated with Controlling software.
- P. Valid ISO certifications (as applicable):

- ISO/IEC 27001 – Information Security Management
- ISO/IEC 27017 – Cloud Security (if cloud services are proposed)
- ISO 9001 – Quality Management Systems
- ISO 14001 – Environmental Management
- ISO 45001 – Occupational Health & Safety
- ISO 20000-1 – IT Service Management

- Q. Minimum of three (3) certified CCIE engineers on staff (valid certificates required).
- R. CV of the project manager (to act as a single point of contact), with:
- S. Minimum 5 years' experience
- T. Valid PMP certification

3.5 Performance Requirements:

- A. Uptime of at least 99.5% throughout the contract period.
- B. ISP must maintain services from a well-equipped service center with sufficient engineers and spare parts to address issues promptly.
- C. Internet bandwidth utilization/performance reports to be furnished regularly.

3.6 Other Conditions:

- A. Bids quoting NIL charges will be treated as unresponsive.
- B. The contract shall be awarded to the technically qualified lowest bidder.
- C. Contractor will be bound by a Non-Disclosure Agreement (Appendix-II of the tender document).

3.7 Penalty for Downtime:

3.7.1 If the services remain down for any reason for **more than 4 to 24 hours** on any business day including Friday and Saturday, **then 0.5% of the proportionate contract value** will be deducted as penalty and

3.7.2 if services remain down from **24 hours to one week including Friday, Saturday, and holidays** then **1% per day of the proportionate contract value** will be deducted as penalty.

3.7.3 However, if the services remain down **for more than a week** then **2% of the proportionate contract value per day** will be deducted as penalty for each such weeks up to two weeks after which the Embassy will have right to terminate the contract and go for any other ISP.

Details of the company providing internet connectivity at the Embassy of India, Kuwait

(To be placed in the Technical Bid Envelope)

[Provide relevant document and place in the Technical bid Envelope]

[If documents are in Arabic, please provide English translated version of the document along with Arabic Document]

No.	Particulars	Details to be filled by the Agency
i	Name and Registered office/ business address of the Company with Telephone nos., email and website	
ii	Name, telephone and email of the Contact Person(s) to whom all references shall be made regarding this tender	
iii	Whether the company has valid permit/registered with the competent local authority for providing internet connectivity in Kuwait and Date of Incorporation (Supporting documents as evidence to be attached)	
iv	Duration of the period the company is operating in this field (Supporting documents as evidence to be attached)	
v	Company's annual turnover for the last three years. (Supporting documents as evidence to be attached)	
vi	The Bidder should have own access network for providing last mile (local loop) and should have a valid ISO 9001 certification (Supporting documents as evidence to be attached)	

vii	Whether the agency is providing the cleaning services to reputed customers like Embassies, UN offices, NGOs, Multinational Companies etc. If yes, please mention the names of the organizations where the agency is empanelled/ providing such services. (Supporting documents as evidence to be attached)	
viii	Deposition of EMD (Supporting Document as evidence to be attached)	

I/ We do hereby declare that the entries made in the above form are true to the best of my/ our knowledge and also we shall be found by the acts of my/our duly constituted attorney.

I/ We hereby understand that the submission of application does not guarantee for award of contract as service provider of Embassy of India, Kuwait.

I/We further understand that in case of any information submitted by me / us, found to be incorrect either before or even after the contract, Embassy of India, Kuwait will have the right to summarily reject the application/ cancel the contract at anytime without assigning any reason whatsoever.

Signature of authorized signatory Name:

Office Seal

Place/Date:

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (FINANCIAL BID)**(To be placed in the Financial Bid Envelope)**

1.	Name and address of the Bidder Agency/Company.	
2.	Period of the validity of the Bid	180 days

6.A. Internet Service 100Mbps with Router		Qty	Rate in KWD
SN	Item Description		
1	Internet Service with Anti-DDOS protection over fiber - Minimum 100Mbps Downlink – Minimum 100Mbps Uplink and should be totally dedicated for Embassy of India use.	1	
2	Router (on Lease)	1	
6.B. Internet Service 50Mbps with Router			
SN	Item Description		
1	Internet Service with Anti-DDOS protection over fiber - Minimum 50Mbps Downlink – Minimum 50Mbps Uplink and should be totally dedicated for Embassy of India use.	1	
2	Router (on Lease)	1	
6.C. Internet Service 10 Mbps with Router			
SN	Item Description		
1	Internet Service with Anti-DDOS protection over fiber - Minimum 10Mbps Downlink – Minimum 10Mbps Uplink and should be totally dedicated for Embassy of India use.	1	
2	Router (on Lease)	1	
6.D. Firewall Device			
SN	Item Description		
1	Supply, installation of Configuration of a Firewall Device with 3 years Subscription [Equipment shall be owned by the Embassy] As per the specification outlined in Annexure B	1	
6.E.	Other Charges [if any]		
GRAND TOTAL [in Kuwaiti Dinar] Inclusive all types of Taxes, VAT, Charges etc.			
Price in words-			

Note: The ISP shall use the existing arrangement of routers/switch boards and wiring installed in the Chancery building. Any amount therefore quoted towards provision of the routers/switch board and cabling will not be considered while evaluation of the financial bid.

Declaration:

I/We have understood the terms and conditions of the Tender documents and the instructions to the tenderers annexed to the invitation to tender and have thoroughly examined the specification. I hereby certify that the information furnished above is full and correct to the best of my knowledge.

(Signature of the authorized signatory)

Dated

Name and address of the Agency/

Company Seal of the firm

FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY

Brief description of contract: - **Internet services at the Chancery premises of Embassy of India, Kuwait**

To,

Embassy of India,

Diplomatic Enclave, Arabian Gulf Street,

Safat 13015, Kuwait

In accordance with your Tender No. dated

Internet services at the Chancery premises of Embassy of India, KUWAIT), M/s. (Name of Contractor with address) submits a Bank Guarantee amounting to KWD.....

4. In fulfillment of the tender conditions, we, (Name of Bank with address)..... hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of KWD, which is liable to be forfeited by the Purchaser on :

1. The withdrawal / revision of the offer by the bidder within the validity period.
2. Non acceptance of the Work order / Purchase order by the Bidder when issued within the validity period, and
3. Failure to execute the contract as per contractual terms and condition with in the contractual delivery period.
4. This Bank Guarantee will be valid for a period of 30 days from the date of order acknowledge. Any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.
4. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to KWD.
4. Notwithstanding anything to the contrary contained herein above, this Guarantee is valid from (date of issue) up to the (date after 30 days from date of issue) and claims under this Guarantee should be submitted not later than (date after 60 months from date of issue).
4. This Guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.
4. This Guarantee shall be governed and construed in accordance with the laws of the Kuwait and shall be subject to exclusive Jurisdiction of the Kuwait Courts.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Note:- 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.

FORMAT FOR PERFORMANCE GUARANTEE BOND / PERFORMANCE SECURITY

Brief description of contract: - **Internet services at the Chancery premises of Embassy of India, KUWAIT**

To,

Embassy of India,

Daiya, KUWAIT, Kuwait

In accordance with your Tender No. dated

Internet services at the Chancery premises of Embassy of India, KUWAIT (Daiya, Kuwait) M/s. (Name of Contractor with address)_submits a Bank Guarantee Bond amounting to **5% of the contract value** and valid till **24 months + 60 Days** from the date of issue of Performance Guarantee Bond.

1. 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. KWD only (in words).

2. 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). iii Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed 5% of the contract value i.e. KWD only (in words).

2. This Bank Guarantee shall be valid up to (date) i.e. upto warranty period; and

3. 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:

Note:- 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.

DRAFT - SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT

(Can be edited or modified after awarding the contract by the Embassy)

TENDER NO. Kuw/Admn/868/01/2025

This agreement is entered in to this (Date) day of (Month), (Year) between Embassy of India, Kuwait (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 internet services (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 the 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.a 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.b 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,* 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.c 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 network and other design of the Embassy, whether in physical or electronic form, shall always be in the custody of the Discloser. However, the Recipient shall have the access to the design / layout plan for the purpose of carrying out the contract for installation of Internet system.

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 inseparable harm to Discloser including loss of lives and limbs of he persons and damage to the property, for which monetary damages may be difficult to ascertain or tum 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 Disdoser suspends 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, free 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 construed in accordance with the laws in force in India.

9. Miscellaneous:

9.1 In the event of an amalgamation or merger with or takeover 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 in tend 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.

10. **Performance Security:** To ensure due performance of the contract, the successful bidder shall be required to furnish Performance Security of **5% of the value of contract** after award of the contract. Performance Security furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment, shall be returned interest-free post expiry of its validity. The proforma for Performance Security is as per **Appendix-I** of the tender document. Performance Security should remain valid for the contract period **[24 months] + 60 Days**.

11. **Payment Terms:** The Selected Bidder shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. For the Firewall, payment shall be made only after successful supply, installation, and activation of the device and confirmed by the Embassy.

12. **Penalty for Downtime:**

12.1 If the services remain down for any reason for **more than 4 to 24 hours** on any business day including Friday and Saturday, **then 0.5% of the proportionate contract value** will be deducted as penalty and

12.2 if services remain down from **24 hours to one week including Friday, Saturday, and holidays** then **1% per day of the proportionate contract value** will be deducted as penalty.

12.3 However, if the services remain down **for more than a week** then **2% of the proportionate contract value per day** will be deducted as penalty for each such weeks up to two weeks after which the Embassy will have right to terminate the contract and go for any other ISP.

13. All terms and conditions outlined in the original Tender No. Kuw/Admn/868/01/2025, along with any subsequent clarifications issued by the Embassy, shall remain in effect till the validity of the Agreement.

<p>Signed by:-</p> <p>Head of Chancery Date. 2025 For and on behalf of the Embassy of India, Kuwait</p>	<p>Signed by:-</p> <p>Date. 2025 For and on behalf of the</p>
<p>in the presence of</p> <p>Embassy of India, Kuwait Date: 2025</p>	<p>in the presence of</p> <p>Date: 2025</p>

Technical specification: Firewall

S No.	Parameter	Requirement (Minimum)
1	Hardware Specifications	
	Device Throughput	IPv4 Firewall throughput capacity should not be less than 9 Gbps Support minimum 1.6 Gbps of NGFW (FW+IPS+AVC) throughput for mixed/production traffic Throughput capacity of IPS should not be less than 2.6 Gbps Threat Protection throughput should not be less than 1 Gbps
	Concurrent Sessions	1.5 Million sessions or Higher
	Supported SSL VPN users	500 SSL VPN concurrent users / Tunnels or more
	Interfaces	2x1GE SFP Ports with transceiver module for WAN/LAN configuration
2	Firewall Inspection	
	Application Support for Inspection	Should support standard protocols, Internet based applications like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, and SNMP for filtering
	Intelligent Network Integration	DHCP Relay, Should support IPv4 & IPv6, Static Route, Dynamic Route (OSPF, RIP), VLAN Tagging (802.1q)
	NAT & PAT	Dynamic NAT as well as one to one NAT, Port / IP Address Forwarding, PAT
3	Power supplies	Redundant (N+N) AC power supplies to be provided
4	Memory	Minimum 4 Gb Memory
5	Application Intelligence	Firewall should support Application Detection, Should enable securities policies to identify, allow, block or limit application regardless of port, protocol etc, Should provide inspection of well-known file types, Support of HTTP, SMTP and FTP protocols
6	IPSEC & SSL	Support IPsec & SSL VPN, 3DES and AES-256 cryptographic, data integrity with md5 and sha1, support for site-to-site VPN in the following topologies: • Star (remote offices to central site) • Hub and Spoke (remote site through central site to another remote site)
7	VPN Features	Site to Site VPN, Remote Access VPN (IPSEC/SSL), SSL/IPSEC over HTTPS, Domain/Route/Policy based VPN, Site to site VPN on basis of Link selection
8	Authentication Method	• Digital Certificates • RSA SecurID token. AD/LDAP integration Solution must support 2FA with unlimited free mobile authenticator
9	Detection Method	Methods for detection of malicious traffic: • Signature based detection • Statistical Anomaly based detection
10	DoS/DDoS protection and Web content filtering	Capable of preventing Denial of Service and Distributed denial of service attacks. Feature includes blocking web plug-ins, URL blocking, keyword blocking and exempt lists.
11	Local Management	Console Access, SSH Access, Web GUI, Multiple admin as Per the roles, IP/network restriction for the administrators
12	Auditing & Reporting	Details of all configuration changes Details of live sessions Real Time Monitoring of all the threats & events Source and/or Destination NATed Host IP Details in log viewer for every event in which either the source or destination or both NAT has taken place Allow monitoring, auditing, and reporting of all activity on the network, including the resources, applications, and services accessed in the network. Provide Traffic statistics.
13	Storage	240 GB SSD or better

Technical Specification: Router

S. No	Item Description	Requirement (Minimum)
1	Architecture	The backplane/switch fabric shall be non-blocking, full duplex and wired speed with fully configured chassis. The capacity of the backplane/switch fabric shall be:
		Backplane capacity in Gbps (Minimum): 5 Gbps
		Minimum route entries: 10,000
		Packets forwarding rate in Million PPS (Minimum) : 1 Mbps
2	Power	The router should be able to operate on 220V AC power supply. AC input voltage 100 to 240 VAC auto ranging. AC input frequency 47 to 63 Hz.
3	High Availability Requirements	The router shall support fast boot and non-disruptive expansion of Flash memory to ensure that software upgrades do not disrupt the normal router operation. The router shall support hot software upgrade.
		A single point failure on the equipment shall not result in network or network management system downtime.
4	Software Requirements	Support the following IP routing features:
		All the routing protocol should conform to both IPv4 and IPv6.
		IGMP, PIM(Protocol Independent Multicast) and MBGP multicast routing standard technologies
		Reservation Protocol (RSVP)
		OSPF Version 2 as per RFC 1583
		IP Multicast support for the protocols MSDP, MBGP, Protocol Independent Multicast (PIM).
		BGP4 Multipath support to enable load balancing between multiple exterior BGP peers from the same downstream router.
		Exterior BGP multi-hop support to support load balancing between two EBGP peers connected by two or more links.
Route Flap dampening to control frequently flapping routes		
5	Quality of Service (QoS)	Class-based scheduling/queuing with at least 4 Classes that provides configurable minimum bandwidth allocation to each class.
		Committed Access Rate, Traffic Policing, sub rate service offering
		Resource Reservation Protocol (RSVP) as per RFC 2205 to enable applications to dynamically reserve necessary network resources from end-to-end for different classes of service.
6	Network Management	The router shall be manageable from a standards based Network Management System (NMS) platform using SNMP Version 2 or version 3.
		Support SSH (secured shell access), Telnet client and server functionality.
		Support, FTP and TFTP for easy software upgrades over the network.
		Provide adequate tools for detailed traffic statistics collection and analysis.
7	Management and Security	SNMP: Support for MIBs for SNMP
		Access Security
		Packet Filtering
		Console or Out-of-band Management
		Telnet, FTP, and TFTP support
		Configuration Management
		Debugging/Troubleshooting
		Event and System logging
Pre-planned Timed Reboot Facility		

Technical Specification : 24 ports Network Switch	
Sr. No	Requirement (Minimum)
	Architecture
	The switch should have 24 100/1000 Base-TX, auto-negotiating and auto sensing non POE+ ports.
	The switch should have at least 4x 10G SFP+ uplink ports in addition to the above ports.
	The switch should have at-least one RJ-45 (with RS232 signaling)/USB 2.0 port for OS management (uploading, downloading and configuration).
	The switch Stack Architecture should allow the end user to stack 24 Port switch with 48 Port of the same model/family offering POE/POE+ and Non-POE models.
	Performance
	The switch should have at-least 2 GB Flash and usb slot, and 2 Gbps of SDRAM.
	Support Jumbo Frames of at-least 9198 bytes.
	Support at-least 150 Gbps of switching bandwidth.
	Support at-least 4000 Active VLAN ID's.
	Support at-least 16000 MAC Addresses
	Layer 2 and Layer 3 Features
	The switch should be able to discover (on both IPv4 & IPv6 Network) the neighboring device giving the details about the platform, IP Address, MAC address etc. and should be able to detect duplicate IP address
	The switch hardware should be able to run both IPv4 & IPv6 simultaneously.
	Link Aggregation Control Protocol (LACP)
	Internet Group Management Protocol (IGMP)
	Broadcast, Multicast, and Unicast
	Support Port based, Private, Dynamic Vlans
	Support Spanning Tree Protocol(STP), Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP). LLDP, DHCP
	Support static routing, RIP v1/v2.
	Network Security Features
	Support port security based on MAC address
	Dynamic ARP inspection
	IP source guard to prevent a malicious user from spoofing
	Support downloadable Standard ACL, Extended ACL and Time based ACL
	The ACL should be able to configure and Manage Access control, Define Filters and re-sequence data flow and patterns, Traffic management, Route Distribution, Qos, Cos, Policy Maps, Policy based routing, Logging and flow based monitoring for IPv4 and IPv6 packets.
	Quality of Service
	Support Class of Service (CoS) and differentiated services code point (DSCP) field classification.
	Support at-least eight egress queues per port
	Support Rate Limiting.
	Manageability
	The switch should allow administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network.
	The switch should support Remote Monitoring on every port covering the following four groups (Statistics, Alarm, Event, and History).
	Provide Auto-configuration for ease of deployment
	The switch should support SNMPv1, v2c, and v3.
	Standards and Compliance
	The switch should be compliant with IEEE compliance
	Switch shall have common criterion NDPP certification

Technical Specification : 48 ports Network Switch	
Sr. No	Requirement (Minimum)
	Architecture
	The switch should have 48 100/1000 Base-TX, auto-negotiating and auto sensing, Non POE+ ports.
	The switch should have at least 4x 10G SFP+ uplink ports in addition to the above ports.
	The switch should have at-least one RJ-45 (with RS232 signaling)/USB 2.0 port for OS management (uploading, downloading and configuration).
	The switch Stack Architecture should allow the end user to stack 24 Port switch with 48 Port of the same model/family offering POE/POE+ and Non-POE models.
	Performance
	The switch should have at-least 2 GB Flash and usb slot, and 2 Gbps of SDRAM.
	Support Jumbo Frames of at-least 9198 bytes.
	Support at-least 150 Gbps of switching bandwidth.
	Support at-least 4000 Active VLAN ID's.
	Support at-least 16000 MAC Addresses
	Layer 2 and Layer 3 Features
	The switch should be able to discover (on both IPv4 & IPv6 Network) the neighboring device giving the details about the platform, IP Address, MAC address etc. and should be able to detect duplicate IP address
	The switch hardware should be able to run both IPv4 & IPv6 simultaneously.
	Link Aggregation Control Protocol (LACP)
	Internet Group Management Protocol (IGMP)
	Broadcast, Multicast, and Unicast
	Support Port based, Private, Dynamic Vlans
	Support Spanning Tree Protocol(STP), Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP). LLDP, DHCP
	Support static routing, RIP v1/v2.
	Network Security Features
	Support port security based on MAC address
	Dynamic ARP inspection
	IP source guard to prevent a malicious user from spoofing
	Support downloadable Standard ACL, Extended ACL and Time based ACL
	The ACL should be able to configure and Manage Access control, Define Filters and re-sequence data flow and patterns, Traffic management, Route Distribution, Qos, Cos, Policy Maps, Policy based routing, Logging and flow based monitoring for IPv4 and IPv6 packets.
	Quality of Service
	Support Class of Service (CoS) and differentiated services code point (DSCP) field classification.
	Support at-least eight egress queues per port
	Support Rate Limiting.
	Manageability
	The switch should allow administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network.
	The switch should support Remote Monitoring on every port covering the following four groups (Statistics, Alarm, Event, and History).
	Provide Auto-configuration for ease of deployment
	The switch should support SNMPv1, v2c, and v3.
	Standards and Compliance
	The switch should be compliant with IEEE compliance
	Switch shall have common criterion NDPP certification