

# CONSULATE GENERAL OF INDIA DUBAI

**REQUEST FOR PROPOSAL (RFP)** 

FOR

SUPPLY, INSTALLATION & COMMISSIONING

OF

CCTV CAMERA SYSTEM AT THE CONSULATE GENERAL OF INDIA

DUBAI, UAE

2023

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#### **CHAPTER I: REQUEST FOR PROPOSAL (RFP)**

- 1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for the Supply, Installation & Commissioning of CCTV cameras at the Consulate General of India, Dubai. The estimated cost of the work is AED 3,10,000 + applicable VAT. The proposal should be valid for 06 (six) months after the RFP closing date as indicated. The award of the Contract will be, as per provisions indicated in the RFP, 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 Consulate. The period of completion of work is 45 (forty five) days from the date of signing of the Contract.
- 2. The objective of this RFP is to select an appropriately qualified and adequately experienced SP, to enter a contract with the Consulate General of India, Dubai to supply, install and commission CCTV camera system at the Consulate.
- 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 Consulate are indicated in Chapter XI: Termination of Contract of the RFP.

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

TENI	DER NO. DUBA/PROP/815/01/1999	Date:22 September, 2023		
	IMPORTANT DATES			
01	Release of Request for Proposal (RFP)	25 September, 2023(Mon)		
02	*Pre-Bid Meeting	03 October, 2023(Tue)		
03	Last date of submission of written queries by	05 October, 2023(Thurs)		
	bidding Companies			
04	Last date for submission of bids	18 October, 2023(Wed)		
05	*Date of opening of Technical Bids	19 October, 2023 (Thu)		
06	*Date of opening of Financial bids	20 October, 2023(Fri)		

<sup>\*</sup>Subject to change due to administrative/logistic reasons

- (i) Queries from bidding companies & Consulate's response: All queries from the bidding companies relating to this RFP must be submitted by email only exclusively to email id: <a href="https://www.cgidubai.gov.in">hoc.dubai@mea.gov.in</a>. The queries must be in an attached file in word format only. The Consulate will endeavour to provide answers to all questions raised by the bidding companies. However, the Consulate will not correspond with the bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded to the Consulate's website (<a href="https://www.cgidubai.gov.in">https://www.cgidubai.gov.in</a>) without indicating the name of the enquiring companies. All email communications by bidding companies to the Consulate should be addressed to email id: <a href="hoc.dubai@mea.gov.in">hoc.dubai@mea.gov.in</a> only. It is the responsibility of the biding companies to monitor the website regularly for all the information pertaining to the tender process.
- (ii) Supplementary information to the RFP: If the Consulate deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on the Consulate's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP. It is the responsibility of the biding companies to constantly monitor the website of the Consulate for any latest information.
- (iii) 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 future tenders of the Consulate. The bidding companies should not contact officials of the Consulate during the tender process and any queries must be through email addressed to: Head of Chancery, Consulate General of India, Dubai at email id: <a href="mailto:hoc.dubai@mea.gov.in">hoc.dubai@mea.gov.in</a>.

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

- (i) The bidding companies should respond to all the items in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the points in the RFP are not adequately responded to. The decision of the Consulate in this regard is final.
- (ii) The Organization profile (Annex-D) in soft copy, as required in Chapter IV (Pre-verification), should be sent immediately to the Consulate at email id: <a href="https://docs.ncbi.nlm.ncbi
- (iii) Bidding companies not fulfilling the Mandatory Eligibility Criteria (Annex-E) will be disqualified.
- (iv) Bidding companies not fulfilling the parameters under Chapter V (Mandatory Eligibility Criteria) and Annexe-F (Approved Brands), Annex-G (Technical Specifications), will not be considered for the Financial Bid stage.
- (v) If any bidder's services have been terminated in the last 5 years by MEA/Consulate 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.
- (vi) Companies/Firms registered in UAE are eligible for participating in the bidding process.
- (vii) The bidding company must deposit the Bid Security deposit (EMD) and the requisite Performance Bank Guarantee (PBGs) mentioned in this RFP on its own. PBGs or any other form of guarantees will not be accepted from any third party on its behalf.
- (viii) The offer/bids may be sent in separate sealed covers, superscribed in bold letters, 'Supply, Installation and Commissioning of CCTV Camera System at the Consulate General of India, Dubai". 'Technical Bid', 'Financial Bid', 'EMD', must be placed in separate sealed covers which should then be placed in a secure, larger envelope, addressed to: The Head of Chancery, Consulate General of India, Plot no.314, Al Hamriya, Diplomatic Enclave, Post Box no.737, Dubai, U.A.E, so as to reach the Consulate latest by 1600 hrs. of 18 October, 2023. All technical bids shall be opened simultaneously at 1100hrs. on 20 October, 2023 at the Consulate. The decision of the Consulate on pre-qualification of the bidders shall be final.

- (ix) The following guidelines shall be applicable to the respective parties:
  - (a) The Consulate reserves the right to reject any tender based on security considerations at any stage in the tender process.
  - (b) The Consulate will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Consulate subject to the Right to Information (RTI) Act, 2005 of the Government of India, may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts of India.
  - (c) The information in this RFP, or otherwise supplied by the Consulate or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Consulate.
  - (d) Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Consulate. All material supplied to the Consulate in relation to the Bidding Company's proposal becomes the property of the Consulate and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Consulate.
  - (e) The Consulate 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 RFP.
  - (f) If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived therefrom, 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 arbitration under the Delhi International Arbitration centre (DIAC) Arbitration Proceeding Rules. The number of Arbitrators shall be one, to be appointed by the Chairperson of DIAC. The DIAC will provide administrative and legal services in accordance with the DIAC Rules. The place of Arbitration shall be New Delhi, and the language used shall be English. The expenses on arbitration will be shared by the Parties as per the provisions of the DIAC Rules.
  - (g) Any dispute between the SP and the local partner is the responsibility of the SP only and should be settled accordingly and the Consulate 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 X Penalty (Liquidated Damages).
  - (h) In submitting the proposal to the Consulate, the Bidding Company will be deemed to have understood this RFP alongwith Annex-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 Consulate.

- (i) In submitting a proposal to the Consulate, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this RFP and that all commitments as per RFP and its Annex-A to K will be met. A Declaration/Certificate (Annex-C) to this effect will be furnished by the bidding Company.
- (j) 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 Consulate to facilitate the evaluation process, and in negotiating a definitive Agreement and all such related to the bid process.
- (k) The Consulate 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.
- (l) The Consulate reserves the right to amend the RFP 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 Consulate and will be intimated to the Bidding Companies by Email and also uploaded on the websites of the Ministry and the Consulate. Where amendments are significant, the Consulate may, at its discretions, extend the deadline for receipts of bids.
- (m) The Consulate 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 Consulate and for the Consulate to clearly assess the capabilities of the SP.
- (x) The Bidding Company shall adhere to the provisions of the RFP and in the event of violation, the Consulate 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 Consulate 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 Consulate and the Bidding Company will be banned from taking part in future tenders of the Ministry and all the Missions/Posts.
- (xi) The Bidding Company shall be responsible for the consequence arising out of such termination.

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

The Bidding Company is requested to fill up the Organizational Profile (Annex-D) appended at the end of this RFP and send it to the Consulate General of India, Dubai, UAE at <a href="https://docs.dubai@mea.gov.in">https://docs.dubai@mea.gov.in</a> immediately without waiting to complete the tender documents. The details should be sent only electronically to the Mission for onward transmission to the Ministry for pre-verification purposes. 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**

The bidder would be required to meet the following conditions:

(i) The Bidding Company with sound financial and business credentials with sufficient experience must have at least completed 01 (one) similar work of value AED 3,10,000/- in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organisations during the period Jan-Dec 2016, Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019 Jan-Dec 2020 Jan-Dec 2021 Jan-Dec 2022.

Or

02 (two) similar work of value AED 1,55,000/- in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organisations during the period Jan-Dec 2016, Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019 Jan-Dec 2020 Jan-Dec 2021 Jan-Dec 2022.

Or

03 (three) similar work of value AED 1,05,000/- in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organisations during the period Jan-Dec 2016, Jan-Dec 2017, Jan-Dec 2018, Jan-Dec 2019 Jan-Dec 2020 Jan-Dec 2021 Jan-Dec 2022.

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.

- (ii) The Bidding Company must submit audited balance sheets and income statements for the last five years to demonstrate its net worth, its current financial soundness and its ability to successfully undertake the project. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.
- (iii) The annual turnover of the Bidding Company should be at least AED 10,00,000/ annually, for the last five years (Jan-Dec 2018, Jan-Dec 2019 and Jan-Dec 2020 Jan-Dec,2021, Jan-Dec 2022). The Bidding Company shall provide audited information to substantiate its claim of a turnover based on 05 (five) years period.
- (iv) The Bidding Company must deposit a Bid Security Deposit (EMD) for AED 15,500 (approx. @ 5% of the tender value), in AED, drawn in favour of the Consulate General of India, Dubai (as per Proforma at Annex-A). 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.

(v) The Bidding Company should give its response to items in Annex-E to the Consulate and provide necessary certificates as asked to consider the eligibility of the bidding companies.

#### **CHAPTER VI: JOINT VENTURE**

The Bidding Company must comply with the following additional/technical eligibility requirements:

- (a) Joint Venture (JV): If the Bidding Company proposes to implement the project in collaboration with a local business partner, details of partnership, type of JV, including a copy of the Agreement, must be provided as per Annex-D (Organization Profile). Maximum number of partners in JV should not be more than two and the lead member of the Joint Venture should meet at least 75% and other members should meet at least 50% of criteria of Annual Turnover and Net Worth criteria as mentioned in Chapter V (Mandatory Eligibility Criteria). A change in local partner will not be approved after the closure of the tender or during the period of Contract. However, in special circumstances, the Consulate has the discretion to allow a change of partner subject to certain conditions. If the change in local partner is not approved by the Consulate, the bidding Company/SP should work either with the previous partner or independently.
- (b) A local partner is a company which has been working in UAE for at least three years and is registered as a Company as per the local laws. Any company which has been registered only for the purpose of taking part in the present tender process, will not be eligible for consideration as a local partner. A Joint Venture Company is a company as defined/understood under the Companies Act 2013 or local laws.
- (c) The Bidding Company and its subsidiaries are not allowed to bid separately for the same tender. A declaration/ certificate to this effect should be given by the Bidding Company.
- (d) The concept of 'Sponsor' (Passive partner) is not acceptable unless the sponsor also qualifies as per criteria laid down for a local partner.

#### **CHAPTER VII: SCOPE OF WORK**

The SP shall include a work plan in the proposal, duly explaining the stages of implementation. The prospective SP shall ensure that the day to day office work of the Consulate shall not be affected during the execution of work. The work plan should facilitate smooth transitioning of the system from the old to the new system without any scope for gap during the transition period. The SP should strictly adhere to the proposed work plan authorised by the Consulate. If any modification is required in the work plan, the SP shall seek prior approval from the Consulate and shall not deviate from the approved plan. The SP shall be liable for penalty under Chapter X Penalty (Liquidated Damages) for unauthorised modifications. 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 minimising damage to the Consulate. 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 Consulate.
- 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 Consulate. The SP shall execute all civil work necessary for the installation of the system. The SP, in consultation and with the approval of the Consulate, shall make necessary modifications and alterations on the building of the Consulate, 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 Consulate. The SP shall ensure that minimum damage is caused to the building or to any other component of the Consulate. 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 Annex-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 Consulate.
- 4. **Training**: The prospective SP shall provide training to the designated official for operating the system. The SP shall provide manual(s) for operating the system. The proposal should also include provisions for training in the event of up gradation of the software, if any, in the future.

#### **CHAPTER VIII: WARRANTY CRITERIA**

- (i) 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 or for the duration of OEM period, whichever is longer.
- (ii) 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.
- (iii) 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 Consulate without any financial obligations on the Consulate.
- (iv) 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 Consulate, for the entire warranty period.
- (v) The prospective SP shall provide general maintenance of the entire system (including software) for every 06 (six) months during the entire warranty period of 05 (five) years.

#### **CHAPTER IX: PERFORMANCE BANK GUARANTEES (PBG)**

The prospective SP should submit the requisite irrevocable Performance Bank Guarantees (PBGs) to the Consulate as per the format in Annex-J which can be encashed by the Consulate for not adhering to the provisions of the RFP.

- i) The SP shall provide a Performance Bank Guarantee (PBG) in AED, fixed @ 10% 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.
- ii) Performance Bank Guarantee shall be irrevocable and must be submitted at the time of signing of the Contract as per the format enclosed as Annex J. The PBG shall be valid up to a period of 60 (sixty) days after the expiry of the Contract. 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 valid for one year plus 60 (sixty) days, which shall be submitted by SP at the time of signing the contract, and thereafter extended on a yearly basis till the completion of the Contract period. The extension of the PBG is the sole responsibility of the SP and if any delay or unwillingness on the part of SP is noticed, the Consulate has the right to encash the Bank Guarantee.
- iii) 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.
- iv) Bid Security Deposit (EMD) and Performance Bank Guarantees (PBGs) can be furnished as per format given in Annex- A and J.
- v) The validity of EMD and PBG will be governed with relevant clauses of RFP.
- vi) 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.

#### **CHAPTER X: PENALTY (LIQUIDATED DAMAGES)**

The prospective SP shall complete the work within 45 (forty five) days of signing the Contract. The prospective SP shall be subject to penalty for non-adherence of the terms & conditions of the RFP. The SP shall be subject to penalty if the work carried out is not in adherence to the standards specified in the RFP by the Consulate. 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 Consulate. The prospective SP shall be liable to pay Liquidated Damages, calculated @1% of the contract value, on per day basis, limited to 10% of the total contract value.

#### **CHAPTER XI: TERMINATION OF CONTRACT**

- (i) The Consulate reserves the right to terminate the Agreement at any time by giving two months' advance notice to the SP. However, the Consulate 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 UAE 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.
- (ii) The SP will have the option to terminate the contract by giving six months advance notice to the Consulate with justification for termination of services, to be accepted by the Consulate. The Consulate reserves the right to encash the PBG in case the latter terminates the contract without providing six months termination notice.

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

- (i) The SP shall enter into a Non-Disclosure Agreement (Annex-K), which shall be a part of the Contract.
- (ii) Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Consulate. All material supplied to the Consulate in relation to the Bidding Company's proposal becomes the property of the Consulate and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Consulate.
- (iii) 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 Consulate in any form, whatsoever.
- (iv) The information in this RFP, or otherwise supplied by the Consulate 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 Consulate. Any copy of such data, if required, is to be made only after seeking prior instructions from the Consulate. The SP will after the completion of the work will return all the Confidential data and documents and its copies to the Consulate except those already available publicly.
- (v) The SP shall not retain any data in any form of the Consulate, after the completion of the work.

#### **CHAPTER XIII: SENDING BIDS TO THE CONSULATE**

1. The Bids should be sent to the Mission as explained below:

The proposal should be addressed by name to "Head of Chancery, Consulate General of India, Dubai, Plot No.314, Al Hamriya, Diplomatic Enclave, Bur Dubai, P.O. Box 737, Dubai, UAE", 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:

- (i) **Envelope 1**: A separate closed envelope containing bank guarantee for Bid Security Deposit (EMD) (Annex-A). Bids received without EMD will be summarily rejected. The bidding company should submit the amount/BG on its own without any involvement of any third party. PBG provided by a third party on its behalf is not acceptable.
- (ii) **Envelope 2**: A separate closed envelope (Technical Bid) containing Bid Cover Letter and Declaration (Annex-B), Declaration by the Bidder (Annex C), Organisation Profile (Annex-D), Mandatory Eligibility Criteria (Annex E), proposed brand of CCTV cameras (Annex-F), Technical Specifications Compliance (Annex-G) and Bill of Quantities (Annex-H).
- (iii) **Envelope 3**: A separate closed envelope containing Financial Bid (Annex-I).
- 2. The proposal must be received by <u>1600 hours on 18 October, 2023</u>. The Technical Bids will be opened on <u>20 October, 2023 at 1100 hours</u> in the presence of the authorized representatives of the Bidding Companies (limited to one person per bidding Company only) at the Consulate General of India, Dubai.
- 3. The receipt of the proposal will be duly acknowledged as and when received.
- 4. All requests for further information/queries related to this RFP may be sent to the following email id: hoc.dubai@mea.gov.in only with the subject title: "Tender Documents for Supply, installation and commissioning of CCTV camera system at the Consulate General of India."

#### **CHAPTER XIV: SELECTION OF BIDDERS**

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

#### A. Stage 1: Technical Bids

Following envelops will be opened in the First Stage/ Technical Bid Evaluation:

- (i) **Envelop 1**: A separate envelope containing bank guarantee for Bid Security Deposit (EMD).
- (ii) **Envelop 2**: A separate envelope (Technical Bid) containing Bid Cover Letter and Declaration (Annex-B), Declaration by the Bidder (Annex-C), Organisation Profile (Annex-D), Mandatory Eligibility Criteria (Annex-E), proposed brand of CCTV cameras (Annex -F), Technical Specifications Compliance (Annex-G) and Bill of Quantities (Annex-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 Consulate as a token of confirmation of their presence at the Consulate 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 Consulate. Technical Bids which do not fulfil Annex-E (Mandatory Eligibility Criteria) will be disqualified.

#### B. Stage 2: Financial Bids

Following envelops will be opened in the Second Stage/ Financial Bid Evaluation:

(i) A separate envelope (**Envelop-3**) containing Financial Bid (Annex-I) duly completely-filled should be in the format prescribed.

#### **Financial Bid Evaluation:**

a. The Financial Bids (Annex-I) of only those bidders who qualify in the technical evaluation (i.e., Stage 1) 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 Consulate as required for investigation purposes. The Bid Security Deposit (EMD) of technically disqualified 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 Consulate 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 (Annex-I) will be evaluated on L1 basis, by the Tender Evaluation Committee (TEC) at the Consulate. The selection will be on the amount quoted by the SP in Annex-I(Financial Bid), which will be based on the scope of work mentioned in Chapter VII, Annex- F(Approved brands), Annex-G(Technical Specifications), Annex- H(Bill of Quantity) of RFP. The SP should quote the amount inclusive of VAT, local government levies, charges for labour, transportation, civil work, training etc. The selected SP will be announced on the same day and will have to sign the Contract within 07(seven) days of the announcement.

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 Mission, the Bid Security Deposit (EMD) will be retained by the Mission and the Company may be banned from participation in future tender processes.

#### **CHAPTER XV: PAYMENT TERMS & CONDITIONS**

The payment shall be made as per the following arrangement:-

- i) 30% of the total value of the tender will be released on production of Performance Bank Guarantee (Annex-J) [which will initially be for a period of one year plus 60(sixty) days and thereafter yearly renewal plus 60(sixty) days till the completion of the Contract period of 5(five) years,] after the signing of the Contract.
- ii) The remaining 70% of the tender value will be released 02 (two) weeks after supply, installation, training and successful commissioning of the work.

#### **CHAPTER XVI: VALIDITY OF CONTRACT**

The Contract will be valid for 05(five) years from the date of commissioning of the system. The initial PBG should be valid for a period of one year plus 60(sixty) days and thereafter yearly renewal plus 60(sixty) days till the completion of the Contract period of 5(five) years, which shall be submitted by SP at the time of signing the contract. The extension of the PBG is the sole responsibility of the SP and if any delay or unwillingness on the part of SP is noticed, the Consulate has the right to encash the Performance Bank Guarantee. The amount of Bank Guarantees shall be as per the provisions of this RFP document.

## **CHAPTER XVI - LIST OF ANNEXES**

Following is the list of Annexes forming part of this RFP

Sl	Annex	Title	Page no.
no			
1	Annex - A	Bank Guarantee for Bid Security/EMD	23,24
2	Annex - B	Bid Cover Letter & Declaration	25,26
3	Annex - C	Declaration by the Bidding Company	27,28
4	Annex - D	Organization Profile Format	29,30
5	Annex - E	Mandatory Eligibility Criteria	31,32
6	Annex - F	Approved brands	33
7	Annex - G	Technical specifications	34-46
8	Annex - H	Bill of Quantity	47
9	Annex - I	Financial Bid Format	48
10	Annex - J	Performance Bank Guarantee Format	49,50
11	Annex - K	Non-Disclosure Agreement Format	51,52

## ANNEX - A: BID SECURITY DEPOSIT (EMD) Date of Issue..... Effective Date: ..... Expiry Date: ..... Value of B.G.: ..... To Head of Chancery, Consulate General of India, Plot No. 314, Al Hamriya, Diplomatic Enclave, Bur Dubai, P.O. Box 737, Dubai (UAE). WHEREAS.....(hereinafter called "the Bidder") is submitting its bid/offer dated \_\_\_\_\_for supply, installation & commissioning of CCTV camera system at the Consulate General of India, Dubai in response to the Tender No \_\_ published by the Consulate General of India, Dubai (hereinafter called "the Consulate"), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of \_valid upto \_ \_(45 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 Consulate 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 RFP. KNOW ALL PEOPLE by these presents that: WE...... (name and address of Bank) having our called "the Bank") guarantee and undertake to pay immediately on first demand by Consulate the sum of ...... without any reservation, protest, demur, and recourse. Any such demand made by the Consulate shall be conclusive and recourse. Any such demand made by the Consulate 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 45 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.

Notwithstanding anything contained herein:

- (a) This Bank Guarantee shall be valid up to .....i.e.,45 days beyond the final bid validity period),
- (b) The total liability of Bank under this Bank Guarantee shall be limited to...... (EMD amount),

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., 45 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:

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

#### ANNEX - B : BID COVER LETTER & DECLARATION

[Date]

To Head of Chancery, Consulate General of India, Plot No. 314, Al Hamriya, Diplomatic Enclave, Bur Dubai, P.O. Box 737, Dubai (UAE).

Dear Sir,

Ref: Request for Proposal – Project

Having examined the RFP, 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 RFP for the Consulate General of India, Dubai. To meet such requirements are set out in the RFP.

We attach hereto the technical response as required by the RFP, 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 RFP or such adjusted plan as may subsequently be mutually agreed between us and Consulate General of India, Dubai or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee and other guarantees in the format given in the RFP document issued by any Bank scheduled/accredited by the Central Bank of UAE acceptable to Consulate General of India, Dubai, the following Bank Guarantees:

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP 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 Consulate General of India, Dubai.

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 Consulate General of India, Dubai 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 Consulate General of India, Dubai 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 this Day of 2023 (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)

#### Annex - C: 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 Consulate General of India, Dubai 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 for pre-verification purposes from the security angle on-----(date) to the Mission (Name.....). We understand that tender process is subject to pre-verification
  - procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.
- d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.
- e) 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.
- f) 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.
- g) 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.
- h) We certify that we have no subsidiary company that is taking part in the present tender process separately.
- i) We understand that the proposal remains valid for six months following the closing date of the RFP. 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.
- j) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annex-I (Financial Bid), which forms Part of the Financial Bid.
- k) We have fully read, understood, and complied with all the conditions stipulated in the RFP document.
- l) 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.

- m) 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.
- n) We also understand that this undertaking will become an integral part of the Agreement between us and the Consulate(s), should we be awarded the bid/Contract.
- o) 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.

Sig	nature with Name & Designation
(To be si	igned by CEO or equivalent rank)
	Bidding Company:
	Date:

#### ANNEX - D: ORGANIZATION PROFILE

S.No. Head Information

- i. Full legal name of the Bidding Company
- ii. Address
- (a) Registered Office
- (b) Corporate Office
- (c) Head Office
- (d) Details of valid Registration No., date and issuing authority
- iii. (a) Contact person with name, designation, Missional address, email address, Telephone number, Including mobile number (b) Additional contact person with similar details
- iv. Website link of the Bidding Company giving details of the activities of the company including outsourcing activities
- v. List of Branch offices with address and website links indicating activities.
- vi. Number of years of experience in similar work other activities under which the company has become eligible to take part in the tender process. References (Please provide three references only)
- vii. Joint Venture/Partnership details (with relevant documents)

S.No. Head Information

i. Name of the referral Company/ organization with postal, Email address, Telephone No. and website Link

ii. Field of activity of the referral company/organization

iii. Name of the contact person, designation, email address and telephone number of the referral company/organization

iv. Number of years of association if the Bidding Company with the referral Company/ organization

Note-1: The referees may be advised that the Consulate General of India, Dubai or the Ministry of External Affairs, New Delhi may contact them for any verification.

#### ANNEX - E: MANDATORY ELIGIBILITY CRITERIA

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

c 1.	Donomotora		
S. No.	Parameters		
	EXPERIENCE OF THE COMPANY		
	Bidding Company should provide details of similar work undertaken in the		
	past seven years and should have successfully have completed (i) one		
	similar work of value, AED 3,10,000/-, or (ii) two similar works of value		
	AED 1,55,000/- or, (iii) three similar work of value 1,05,000/		
	Response of the Bidding Company along with certificates		
2 .	A list of similar work, undertaken or is under implementation, in other		
(	Consulates/Embassies or reputed organisations in Dubai, UAE.		
	Response of the Bidding Company along with certificates		
	PARTICULARS OF THE COMPANY		
	Bidding Company should have a minimum net worth equivalent to AED		
	10,00,000/ The Bidding Company must submit audited balance sheets		
	and income statements for the last five years to demonstrate its net worth,		
	its current financial soundness, and its ability to successfully undertake the		
	project.		
	Response of the Bidding Company along with certificate		
	The annual turnover of the Bidding Company should be at least AED 7,00,000/- annually during the period Jan-Dec 2018, Jan-Dec 2019		
	Jan-Dec 2020 Jan-Dec 2021 Jan-Dec 2022 .The Bidding Company shall		
	provide audited information based on five year period Jan-Dec 2018,		
	Jan-Dec 2019 Jan-Dec 2020 Jan-Dec 2021 Jan-Dec 2022.		
	Response of the Bidding Company along with a Certificate		
	The Bidding Company should have the adequate financial strength to		
	provide Bank Guarantees (BGs) as stipulated in the RFP, to be certified by		
	an authorized external auditing agency. A certificate is to be provided. No		
;	specific format is prescribed		
	Response of the Bidding Company along with certificate		
	The Bidding Company should provide detailed setup of the organisation,		
	ownership and country of origin of all key members of the organisation. The		
	Bidding Company should also provide details (including nationality and		
I .	country of origin) of the staff members who would be assigned to execute		
	the work at the Consulate.		
	Response of the Bidding Company along with certificates ABILITY OF THE COMPANY TO COMPLETE WORK AS PER RFP		
	The Bidding Company should have ISO-9001 (latest or equivalent)		
	certification for quality management and ISO-27001 (latest or equivalent)		
	certification for IT-related services and ISO 23026(latest or equivalent) for		
	website quality		
	Response of the Bidding Company along with certificate		
	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.		

per sin Re 4. Th con Re 5. Th	dding Company must provide the details of notices received as well as enalties imposed on the company/SP in the last ten years while handling milar work in organisations/Diplomatic Missions of any country esponse of the Bidding Company along with certificate he Bidding Company must certify that any of its officials have not been envicted for, or involved in, bribery, corruption, or fraud. The Bidding Company along with certificate he Bidding Company must provide certification that its operations are empliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
Sin   Re   4.   Th   cor   Re   5.   Th	milar work in organisations/Diplomatic Missions of any country esponse of the Bidding Company along with certificate ne Bidding Company must certify that any of its officials have not been envicted for, or involved in, bribery, corruption, or fraud. The esponse of the Bidding Company along with certificate ne Bidding Company must provide certification that its operations are empliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
Re   4.   Th   cor   Re   5.   Th	esponse of the Bidding Company along with certificate ne Bidding Company must certify that any of its officials have not been onvicted for, or involved in, bribery, corruption, or fraud. esponse of the Bidding Company along with certificate ne Bidding Company must provide certification that its operations are ompliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
4. Th con Re 5. Th	ne Bidding Company must certify that any of its officials have not been envicted for, or involved in, bribery, corruption, or fraud.  esponse of the Bidding Company along with certificate  ne Bidding Company must provide certification that its operations are empliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
coi   Re   5. Th	esponse of the Bidding Company along with certificate ne Bidding Company must provide certification that its operations are simpliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
5. Re	esponse of the Bidding Company along with certificate ne Bidding Company must provide certification that its operations are impliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
5. Th	ne Bidding Company must provide certification that its operations are impliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
l I	mpliant with local labour laws, relevant tax regime and is approved by RA and possesses Trade Licence or any other relevant permit required to		
SII	perate in diplomatic establishments in Dubai, UAE.		
Re	esponse of the Bidding Company along with certificate		
su ille act Th	ne Bidding Company must certify that the company and its absidiaries/partners are not involved or convicted in any unlawful or egal activity including but not limited to human trafficking, anti-Indian ctivities, hawala, tax evasion, financial fraud, corporate malpractices, etc. ne bidder must certify that it has no outstanding criminal or civil liabilities UAE or elsewhere and provide information on any previous and current		
lav	law enforcement cases or any other legal cases against them.		
	esponse of the Bidding Company along with certificate		
con fra ha dip per	ne Bidding Company must certify that all members have not been envicted of any criminal offence or on charges of bribery, corruption, or aud. The Bidding Company must provide documentation to show that it as personnel of adequate qualifications for implementation of work in a plomatic establishment in UAE. The details of the proposed key ersonnel and their experience record must be provided by the Bidding ompany.		
	esponse of the Bidding Company along with certificate		

Signature
Name & Designation
(With seal of the bidding Company)
To be signed by CEO or equivalent Authority

#### ANNEX - F

The Bidding Companies should propose quotations from any one, of the following brands only.

#### LIST OF APPROVED CAMERA BRANDS

S No.	Brands
1	AXIS COMMUNICATION
2	MOBOTIX
3	ARECONT VISION
4	WAVESYS GLOBAL
5	WISKA

## ANNEX - G(I)

## 4 MP Fixed Bullet camera for viewing distance upto 40 meters

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

## ANNEX - G(II)

## 4 MP Dome camera for halls and corridors having public access or for viewing distance upto 40 meters

S No.	Parameter	Specification	Compliance and
			specification
1	Image Sensor	1/3" Progressive CMOS or better	
2	Day/Night Operation	Automatic switch	
3	Minimum Illumination	Colour : 0.2 lux	
		BW: 0.04 lux or better	
4	IR Illumination	18 meter range or better	
5	Image Resolution	4 Mega Pixel or better	
6	Compression	H.264/H.265	
7	Frame Rate and Bit Rate	30 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	Interface	RJ45 10BASE-T/100BASE-TX PoE	
12	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS,	
		DHCPv4/v6 and additional	
13	Security	User Authentication, IP Filtering and	
		user access log	
14	Event Trigger	Motion detection and Tamper Detection	
15	Operating Temperature	Location specific	
16	Operating Humidity	Location specific	
17	NDAA Compliant	The proposed camera should be NDAA	
		Compliant	
18	Onvif	Compliant	
19	Warranty	5 Years OEM warranty or better	

## ANNEX - G(III)

#### PTZ Camera

S No.	Parameter	Specification	Compliance and
			specification
1	Image Sensor	1/2 .8" Progressive Scan CMOS or better	
2	Day/Night Operation	Automatic switch with IR Cut Filter	
3	Minimum Illumination	Colour : 0.07 lux	
		B/W": 0.01 or better	
4	Optical Zoom	30 Minimum & 12x Digital Zoom, or	
		better	
5	Lens	5-120mm or better	
6	Image Resolution	1920 X 1080 or better	
7	Compression	H.264/H.265	
8	Frame Rate and Bit Rate	Full HD 1080p 30 fps or better	
9	Motion Detection	Built in or IP integrated	
10	Electronic Shutter	1/10000 s to 1s or better	
11	Wide Dynamic Range	120 dB or better	
12	Image Freeze	Required	
13	Event Trigger	Motion detection and Tamper Detection	
14	Preset Positions	100 or better	
15	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS,	
		DHCPv4/v6 and additional	
16	Security	User Authentication, IP Filtering and	
		user access log	
17	Logs	The camera shall provide logs of latest	
		connections, access attempts, users	
		connected, changes in the cameras etc	
18	Interface	RJ45, 100BASE-TX	
19	Enclosure	IP66- and NEMA 4X-rate	
20	Operating Temperature	Location specific	
21	Operating Humidity	Location specific	
22	NDAA Compliant	The proposed camera should be NDAA	
		Compliant	
23	Onvif	Compliant	
24	Warranty	5 Years OEM warranty or better	

# ANNEX - G(IV)

## **Omni Directional Cameras**

S	Parameter	Specification	Compliance and
No.			specification
1	Cameras	2 or more	
2	Image Sensor	Each camera should have 1/2.8"	
		progressive scan CMOS or better	
3	Day/Night Operation	Yes with Built in Automatic IR Cut Filter	
4	Minimum Illumination	Colour : 0.2 lux	
5	Lens	3-6 mm	
6	Field of View	Collectively 360°	
7	Image Resolution	No of cameras x 190 x 1080 (1080p)	
8	Compression	H.264 High, baseline and Main Profiles,	
		MJPEG	
		H.265	
9	Frame Rate and Bit Rate	Up to 25/30 fps	
10	Stream	Dual or Above	
11	Motion Detection	Yes built in with multiple configurable	
		areas in the video stream	
12	Event Trigger	Motion detection and Tamper Detection	
13	Protocols	IPv4, IPv6, HTTP, HTTPS, SSL/TLS,	
		DHCPv4/v6 and additional	
14	Security	User Authentication, IP Filtering and user	
		access log	
15	Interface	RJ 45, 100 BASE-TX	
16	IR Illumination	Four individually controllable IR with	
		power-efficient, Range of reach 20m	
17	Enclosure	IP66, IP67- and NEMA 4X	
18	Operating Temperature	Location specific	
19	Operating Humidity	Location specific	
20	NDAA Compliant	Should be Compliant	
21	Onvif	Compliant	
22	Warranty	5 Years OEM warranty or better	

## ANNEX - G(V)

### **SFP POE Switch**

S	Description	Specification			Compliance
No					
1	PoE Port	8*10/100/1000	16*10/100/1000	24*10/100/1000	
		port support	port support	port support	
		IEEE820.3 af/at	IEEE802.3 af/at	IEEE802.3 af/at	
2	Switch	5 Gbps or better	7 Gbps or better	8 Gbps or better	
	capacity				
3	Transmission		100-150 m	!	
	Distance				
4	Protocol	IE	EE802.3 af/IEEE802	.3 at	
	standards				
5	РоЕ Туре		End-span		
6	Network	IEEE802.3	3, IEEE 02.3u, 802.3x	x, 802.3af/at	
	standard				
7	Network	10/100/1000 mbps 5 class and above non shielded			
	Medium	twisted pair			
8	SFP Port	Yes			
9	Forwarding	100 Mbps	: 14880pps/1000Mb	ps:1480pps	
	Rate				
10	MAC Address	MAC Address table 8K		K	
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	Location specific. l	Location with sub zer	o temperature	
	Temperature	should use Indust	rial 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.

# ANNEX - G(VI)

# Server for minimum 45 days back up

S	Description	Specification			Compliance	
No		16 Cameras	32 Cameras	64 Cameras	100 Cameras	
1	CPU	64-bit high	64-bit high	64-bit high	64-bit high	
		performance,	performance,	performance,	performance,	
		Minimum	Minimum	Minimum	Minimum	
		one	two Processor	two	two Processor	
		Processor of	of 8 Core	Processor of	of 16 Core	
		8 Core or	each or	8 Core each	each or	
		higher	higher	or higher	higher	
		Intel/AMD	Intel/AMD	Intel/AMD	Intel/AMD	
		CPU	CPU	CPU	CPU	
		operating at	operating at	operating at	operating at	
		2.1 GHz or	2.1 GHz or	2.1 GHz or	2.1 GHz or	
		more with a	more with a	more with a	more with a	
		minimum of	minimum of	minimum of	minimum of	
		11 MB L 3	11 MB L 3	11 MB L 3	11 MB L 3	
		cache or	cache or	cache or	cache or	
		higher	higher	higher	higher	
2	Memory	32 GB DDR	64 GB DDR	64 GB DDR	256 GB DDR	
		RAM	RAM	RAM	RAM	
		Upgradable	Upgradable	Upgradable	Upgradable	
		to 512 GB	to 1TB	to 1TB	to 1TB	
3	Hard Drive	SAS 10K rpm	SAS 10K rpm	SAS 10K rpm	SAS 10K rpm	
		or higher hot	or higher hot	or higher hot	or higher hot	
		swappable	swappable	swappable	swappable	
		Hard disk in	Hard disk in	Hard disk in	Hard disk in	
		raid 5 or 6	raid 5 or 6	raid 5 or 6	raid 5 or 6	
		configuration	configuration	configuration	configuration	
		having	having	having	having	
		usable space	usable space	usable space	usable space	
		of 45 TB or	of 75 TB or	of 125 TB or	of 180 TB or	
		more	more	more	more	
4	Recording		Rack Mo	ountable		
	Server					
5	Fans		Normal with Re	edundant FANS		

6	Network	Dual 10/100/1000	
	Adapter(NIC)	Mbps ports	
7	Keyboard	USB Keyboard	
8	Mouse	Optical Mouse with scroll	
9	Operating	Licensed MS Windows Server or Linux (Latest version)	
	System		
10	Anti-Virus	Compatible with Windows/Linux with ofline update provision	
	Software		

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.

# ANNEX - G(VII)

## **VMS**

s	Specification	Complian
No		ce
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 colour 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 trial) 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 the 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 schedule 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.
	Alarms, Incidents, Operator logs, Service requests
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
10	sending all alarms to every user
	<u> </u>
19	User Facilities Covered in Application Software
19	User Facilities Covered in Application Software  The client shall perform the following applications simultaneously without
19	User Facilities Covered in Application Software  The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms,
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19	The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations ( Recording, Alarms, etc.)  a. Live display of cameras b. Control of PTZ cameras
19	User Facilities Covered in Application Software  The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms, etc.)  a. Live display of cameras b. Control of PTZ cameras c. Playback of archived video
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20	The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms, etc.)  a. Live display of cameras b. Control of PTZ cameras c. Playback of archived video d. Retrieval of archived video e. Instant Replay of live video f. Configuration of system settings  The user applications shall provide an authentication mechanism, which
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20 21 22	User Facilities Covered in Application Software  The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms, etc.)  a. Live display of cameras b. Control of PTZ cameras c. Playback of archived video d. Retrieval of archived video e. Instant Replay of live video f. Configuration of system settings  The user applications shall provide an authentication mechanism, which verifies the validity of the user.  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.  The user shall be able to choose and trigger as action from a list of available actions included but are not limited to: i. View camera in a video title ii. View Map or procedure in video title
20 21 22	User Facilities Covered in Application Software  The client shall perform the following applications simultaneously without interfering with any of the Archive Server operations (Recording, Alarms, etc.)  a. Live display of cameras b. Control of PTZ cameras c. Playback of archived video d. Retrieval of archived video e. Instant Replay of live video f. Configuration of system settings  The user applications shall provide an authentication mechanism, which verifies the validity of the user.  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.  The user shall be allowed to add bookmarks to recorded clips of video  The user shall be able to choose and trigger as action from a list of available actions included but are not limited to: i. View camera in a video title ii. View Map or procedure in video title

	v. Sending alert messages	
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.	

# ANNEX - G(VIII)

### **Work Station**

S	Technical Specifications	Compliance
No		
1	Core i9 Processor 3.0GHz or better	
2	Memory: 32GB DDR RAM or better	
3	Form Factor : Tower	
4	Hard Drives: 450GB SSD and 2 TB SATA or better	
5	Graphic Card: 2 x 4 GB 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 MS windows/Linux	
10	Anti-Virus Software compatible with Windows/Linux with offline update	
	provision.	

# ANNEX - G(IX)

# CCTV Passive items(as per actuals)

No.    CABLES	s	NETWORKING, CABLING, ETC	Compliance
a General Features  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 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 Optical Fibre Cable i Optic Fibre 6 Core, SMF, 9/125 micron, 1000 Mbps ii Core Diameter @ 1310nm: 9±0.6 micro meter Cladding Diameter : 125±1.0 micro meter Cladding Diameter : 125±1.0 micro meter  iii Max.Attenuation ( Cables with fibres) At 1310 nm : 0.36 dB/km at 1550nm : 0.25 dB/km iv Secondary Buffer Material : Gel filled loose tube  v Min.Bend Radius : 20 x Outer Diameter vi Fibre Core : Should be Silica Glass or equivalent c CAT6 UTP cable i Suitable for high speed data applications, Gigabit Ethernet ii 4 pairs, easily identifiable colour-stripped Outlet. iii Termination of 4 pair balanced twisted pair copper cable. iv Shall be wired straight through v Rear protective strain relief cap  2 PATCH CORDS a Push & pull design with latch	No.		-
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c CAT6 UTP cable  i Suitable for high speed data applications, Gigabit Ethernet  ii 4 pairs, easily identifiable colour-stripped Outlet.  iii Termination of 4 pair balanced twisted pair copper cable.  iv Shall be wired straight through  v Rear protective strain relief cap  PATCH CORDS  a Push & pull design with latch	v	Min.Bend Radius : 20 x Outer Diameter	
i Suitable for high speed data applications, Gigabit Ethernet ii 4 pairs, easily identifiable colour-stripped Outlet. iii Termination of 4 pair balanced twisted pair copper cable. iv Shall be wired straight through v Rear protective strain relief cap  PATCH CORDS  a Push & pull design with latch	vi	Fibre Core : Should be Silica Glass or equivalent	
ii 4 pairs, easily identifiable colour-stripped Outlet.  iii Termination of 4 pair balanced twisted pair copper cable.  iv Shall be wired straight through  v Rear protective strain relief cap  PATCH CORDS  a Push & pull design with latch	С	CAT6 UTP cable	,
iii Termination of 4 pair balanced twisted pair copper cable.  iv Shall be wired straight through  v Rear protective strain relief cap  PATCH CORDS  a Push & pull design with latch	i	Suitable for high speed data applications, Gigabit Ethernet	
iv Shall be wired straight through v Rear protective strain relief cap  PATCH CORDS  a Push & pull design with latch	ii	4 pairs, easily identifiable colour-stripped Outlet.	
v Rear protective strain relief cap  2 PATCH CORDS  a Push & pull design with latch	iii	Termination of 4 pair balanced twisted pair copper cable.	
2 PATCH CORDS  a Push & pull design with latch	iv	Shall be wired straight through	
a Push & pull design with latch	v	Rear protective strain relief cap	
	2	PATCH CORDS	•
b Shall be wired straight through	а	Push & pull design with latch	
	b	Shall be wired straight through	

	Dead will for any livet boots to accompany OATO and formation	
С	Bend relief compliant boots to ensure proper CAT6 performance.	
3	OFC PATCH CORDS	
	Suitable for single mode SC type fiber cable connectors with plastic moulded	
	plug type connectors. Standard ceramic ferrules.	
4	OFC CONNECTORS	
	Single mode SC/LC type with push-pull mechanism, fully in compliance,	
	with latest industry standards.	
5	OFC ADAPTORS	
	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.	
6	LIGHT GUIDE INTERCONNECT UNIT (LIU)	
	Rack Mount Type LIU fully populated with required modules, connectors,	
	etc. shall be supplied and installed as required.	
7	9U WALL MOUNT RACK	
а	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.	
С	Minimum 60 Kgs Load Bearing Capacity	
8	OUTDOOR JUNCTION BOX	
а	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	
С	Power & Earthing : The junction box shall be provided with external earthing	
	lugs 5 socket Power termination with MCB or more.	
9	POLES	
а	GI Poles	
b	Erection: Proper sturdy fixing, including civil/groundwork	

ANNEX - H

# Bill of Quantity (BoQ)

Sl. No.	Equipment	Specification	Number
1	Bullet Cameras	As per Annexure A	20
2	2 MP Dome Camera	As per Annexure B	18
3	4 MP Dome Camera	As per Annexure C	12
4	PTZ Camera	As per Annexure D	02
5	Omni-directional Camera	As per Annexure E	02
6	Switches- 8 port, 16 port and 24 port	As per Annexure F	As per actual
7	Server	As per Annexure G	01
8	VMS- for 16 Channel, 32 Channel, 64 Channel and 100 Channel servers	As per Annexure H	One for 64 cameras
9	Work Station	As per Annexure I	As per actual
10	Passive Items	As per Annexure J	As per actual
11	Display	42 " LED display caters to 16 camera feeds. May also select Plasma displays for viewing 4K feeds	06 (for two locations having three screens per location)
12	UPS	As per power requirement	As per actual

## **ANNEX - I : FINANCIAL BID**

## FINANCIAL BID LETTER

(To be submitted by the bidder in the following format)

Name of the work: Supply, Installation, Commissioning of CCTV camera system, at the Consulate General of India, Dubai.

To: [Consulate General of India, Dubai]
We have examined tender conditions for the work mentioned earlier and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of AED (in words AED) exclusive of VAT.
2. If this offer is accepted, we will commence the Works as soon as it is practicable and complete the Works in accordance with the documents mentioned earlier within the Time for Completion.
3. We understand that you are not bound to accept the lowest or any tender you may receive.
Sign of authorized representative of Company: Name of authorized representative: Name of company:
Address:
Date:

## ANNEX - J : PERFORMANCE BANK GUARANTEE

1.	In consideration of the President of India, represented by Ministry of External Affairs, through the Consulate General of India, Dubai with the address
	(hereinafter called 'the Consulate')
	having agreed under the terms and conditions of the Agreement dated
	made between the Consulate and M/s(herein after called
	the said Service provider) with the address at
	for supply, installation & commissioning
	of CCTV camera system (hereafter called the Agreement) to production of an
	irrevocable Bank Guarantee for in words) as
	security from the Service Provider for compliance of the said Service Provider's
	obligations in accordance with the terms and conditions in the said
	Agreement, We,, (hereinafter referred
	(indicate the name of the bank) to as 'the Bank') at the request of
	[Service Provider(s)] do
	hereby undertake to pay to the Consulate an amount not exceeding
	(in figure)(in
	words) against any loss or damage caused to or suffered or would be caused
	to or suffered by the Consulate by reason of any breach by the said Service
•	Provider(s) of any of the terms or conditions contained in the said Agreement.
2.	We (indicate the
	name of the bank) do hereby undertake to pay the amounts due and payable
	under this guarantee without any demur, merely on a demand from the
	Consulate stating that the amount claimed is due by way of loss or damage
	caused to or would be caused to or suffered by the Consulate by reason of
	breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure
	to perform the said Agreement. Any such demand made on the bank shall be
	conclusive as regards the amount due and payable by the Bank under this
	guarantee. However, our liability under this guarantee shall be restricted to an
	amount not exceeding (in words).
3.	We undertake to pay to the Consulate any money so demanded
0.	notwithstanding any dispute or disputes raised by the Service
	Provider(s)/supplier(s) in any suit or proceeding pending before any Court or
	Tribunal relating thereto our liability under this present being absolute and
	unequivocal. The payment so made by us under this bond shall be a valid
	discharge of our liability for payment there under and the Service
	Provider(s)/supplier(s) shall have no claim against us for making such
	payment.
4.	We,(indicate the name
	of bank) further agree that the guarantee herein contained shall remain in full
	force and effect during the period that would be taken for the performance of

	the said Agreement and that it shall continue to be enforceable till all the dues of the Consulate under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Consulate certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5.	We,
6.	This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Supplier(s).
7.	We, (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Consulate in writing.
8.	The Guarantee shall be valid up to a period of 60 (sixty) days after the expiry of the Contract duration, unless extended on demand. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to(in words) and unless a claim in writing is lodged with us within 60 (sixty) days from the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this guarantee shall stand discharged. Dated the day of for (indicate the name of the Bank).
	Signature  Name and Designation  Seal of the Bank

#### ANNEX - K: NON-DISCLOSURE AGREEMENT FORMAT

#### **Non-Disclosure Agreement**

This	Agree	ment	is	ente	red	into	this		da	y of			, <b>2023</b>	bet	ween
Cons	ulate	Gene	ral	of	Ind	ia,	Dubai	(herein	after	referred	to	as	<b>Disclos</b>	er')	and
								(herein a	fter re	ferred to a	s <b>'R</b>	ecip	ient'), co	llect	tively
called	l 'Party	y' or ' <b>I</b>	art	ies'.				`				_	,		

**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, customers 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 and conditions of the Agreement for the purpose of <u>supply</u>, <u>installation and commissioning of CCTV Camera Systems</u>, (hereinafter called as 'Purpose') in the **Consulate General of India**, **Dubai** (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 the 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:

- 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.
- b) No Unauthorized Disclosure: Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part 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 Confidential Information being detrimental to the security interests of the Discloser and/or its premises and employees.
- c) Protection of 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 the public domain or into the possession of unauthorized person(s) and/or entity (ies).

d) 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. The recipient, on completion of work shall submit a destruction certificate of all the data(soft copy and hard copy) collected during the tenure of work.

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

Consulate General of India, Dubai	Tenderer/Bidder				
Head of Chancery					
Consulate General of India					
Al Hamriya, Diplomatic Enclave					
Dubai					
hoc.dubai@mea.gov.in					
#+97143971222					
Fax:+9713963885					

- **4**. Term and Termination: The terms of this Agreement shall commence on the Effective Date i.e. The date of signing the Agreement for the Purpose and continue for such period until and unless the Discloser terminates the Agreement of the Premises is relocated or vacated or abandoned, whichever is earlier.
- **5**. Breach: The Recipient acknowledges that disclosure of 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 out 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**. Any dispute or difference arising out of or in connection with this Non-Discloser Agreement shall be settled amicably by the Parties through mutual negotiations. Any unsettled dispute or difference shall be referred to Arbitration by a Sole Arbitrator. The Arbitration shall be conducted in accordance with the rules and procedure of UNCITRAL (United Nations Commission on International Trade Law) in force on the date of Agreement. Arbitration proceedings shall be held in India and will be conducted in English. The decision of Arbitral Tribunal shall be final and binding on all Parties. Cost of Arbitration shall be borne by Parties themselves unless and otherwise ordered by the Tribunal.
- **8**. This Agreement shall be governed by and construed in accordance with the laws in force in India.

### 9. Miscellaneous-

- a) Except 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 this Agreement without the prior written consent of the other.
- b) The Parties do not intend that any agency or partnership relationship be created by them by this Agreement.
- c) All additions or modifications to this Agreement must be made in writing and signed by an authorized representative of each Party.

## ACCEPTED AND AGREED

Tenderer/Bidder				