



KARNATAKA STATE NATURAL DISASTER MONITORING CENTRE
(An Autonomous Organisation of Revenue Department, Govt. of Karnataka)



**TENDER DOCUMENT
FOR**

**Supply / Refurbishment, Installation and Comprehensive
Maintenance of Telemetric Rain gauge stations in Karnataka**

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Contents

1. Time schedule for Bidding.....	3
2. Terms and Definitions.....	3
3. Introduction.....	4
4. Scope of Tender.....	4
5. Pre-Qualification Criteria.....	6
6. Technical Qualification Criteria.....	6
7. Procedure for Submission of Bids.....	7
8. Clarification on Tender Document.....	9
9. Bid Prices.....	10
10. Authorised signatory.....	11
11. Bid Security.....	11
12. Bid Validity Period.....	12
13. Contacting KSNDMC.....	12
14. Assignment / sub contracts.....	13
15. Notification of Award.....	13
16. Performance Bank Guarantee.....	13
17. Technical Rejection Criteria.....	13
18. Commercial Rejection Criteria.....	14
19. Liquidated Damages.....	14
20. Termination of Contract.....	14
21. Force Majeure.....	15
22. Resolution of disputes.....	15
23. Interpretation of Clauses.....	16
24. Third Party Claims.....	17
25. Performance Related Service.....	17
26. Evaluation Process.....	17
27. Technical Evaluation Conformance.....	18
28. Commercial Bid Evaluation.....	18
29. Payment Terms.....	18
Annexure 1: List of GP Locations	19
Annexure 2: Undertaking	20
Annexure 3: Turnover	21
Annexure 4: Declaration on not being blacklisted	22
Annexure 5: Technical Staff Details	23
Annexure 6: Commercial bid	24
Annexure 7: Technical Specifications.....	25
Annexure 8: Sample format for authorisation letter of OEM to be submitted by non-manufacture bidder	28

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

1. Time schedule for bidding

Tender Reference No:	KSNDMC/TRG/REFURB/03/2020
EMD	Rs. 15,00,000/- (Rupees Fifteen Lakhs)
Last Date for Receiving Queries	20.03.2021 till 05:00 p.m.
Pre-bid meeting & venue	26.03.2021 at 11:00 a.m.
Last Date and Time for submission of	07.04.2021 till 03:00 p.m.
Venue, Date & Time of Opening	08.04.2021 at 05:00 p.m.
Venue, Date & Time of Opening Financial	Will be intimated to the Technically qualified
Contact Person, Phone No. and e-mail	Shri. R.K. Abhinand, Senior Scientific Asst. Phone: 9964237382, 08067355139 e-mail: IT@KSNDMC.ORG
Address for Communication:	Karnataka State Natural Disaster Monitoring Centre (KSNDMC), Major Sandeep Unnikrishnan Road, Near Attur Layout, Yelahanka, Bengaluru - 560 064.

Note: It will be in the interest of the bidders to familiarize themselves with e-procurement portal to ensure smooth submission of the tender documents. It is also advised not to wait for the submission of the bid on the portal till the last date so as to avoid problems that may occur in uploading the bid to the portal due to any glitches or for any other reason at the last moment.

2. Terms and Definition

1. “GoK” shall stand for the Government of Karnataka.
2. “KSNDMC” refers to Karnataka State Natural Disaster Monitoring Centre.
3. “Bidder” means any firm offering the supply and or services sought for in the tender document.
4. “TRG” means Telemetric Rain gauge.
5. “IMD” means Indian meteorological department.
6. “PBG” refers to Performance bank guarantee.
7. Unit Price: Unit price is the price for a single component / equipment.
8. Supplier shall mean the successful Bidder with whom KSNDMC signs the agreement for rendering of services for this supply, installation, refurbishment and maintenance of TRG contract.
11. Project refers to the contract.
12. Authorised Representative: Means the authorised Indian Company with which the OEM partners for taking up sales and marketing of OEM’s products in Indian along with maintenance.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

3. Introduction

Karnataka State has the distinction of being first in the Country to establish Drought Monitoring Cell (DMC) in 1988 as an institutional mechanism to monitor the Drought. The activities were later broadened to include other natural disasters as also the activity of monitoring and was accordingly renamed as Karnataka State Natural Disaster Monitoring Centre (KSNDMC) in 2007. Management of Natural Disasters heavily depends on inputs from Science and Technology.

KSNDMC has been serving as a common platform to various response players in the field of natural disaster by providing timely pro-active science & technology inputs. The Master Control Facility will strengthen the activities of the centre in providing information, reports & advisories to the community, research organizations and the Government. The Centre provides inputs to the farming community, agriculture and horticulture sector, fisherman, transport, power and electricity, State and District level Disaster Management Authorities in Karnataka through the state-of-the-art sensors monitoring natural hazards and communication system.

4. Scope of Tender

4.1 Supply: Supply, installation and maintenance of Telemetric Rain gauge (TRG) at 122 locations across Karnataka as detailed in Annexure - 1 including civil works. Civil Works have to be made in respect of TRG where supply and installation is involved. The number of rain gauges indicated as 122 are approximate and may vary for which unit rate applicable will be paid.

4.2 Refurbishment: Refurbishment of TRG at 3009 locations across Karnataka. Refurbishment of Telemetric rain gauge includes replacement of battery, tipping bucket rain gauge sensor, modem with GSM antenna, data logger with IP65 enclosure with new ones with one year warranty from the date of completion of all refurbishment work of the last unit.

Refurbishment shall be done on the same day after dismantling the old equipment / components, Source code used for data transmission has to be submitted. During the installation or refurbishment of the TRG representatives from KSNDMC will inspect the components/ electronic equipment for the specifications and standards as per the work order issued to the supplier. The dismantled sensor / any electronic components should be returned to the purchaser by duly obtaining the acknowledgement.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

4.3 Comprehensive maintenance of TRG for 4 years: Comprehensive annual maintenance of TRG includes replacement and repair of any spares / sensors and ensure the station is fully functional as per the terms of SLA.

4.4 Period of completion of Supply / Refurbishment, Installation of TRG: Installation of equipment shall be completed within 120 days from the date of acceptance of the purchase order.

4.5 Site for delivery and installation: The supply/ refurbishment shall be done at the locations identified by the purchaser (KSNDMC), as in Annexure 1.

4.6 Acceptance on installation: On Installation and commissioning, the equipment / components will be tested for their performance. If the result of the tests are not within the margins specified by the manufacturer or in the codes/manuals of the professional bodies, the tests shall, if required, be repeated and necessary corrective action to be taken including replacement by the supplier to ensure that the components /equipment supplied meets the performance specification prescribed.

4.7 Software: Software configured in the Telemetric rain gauge shall be handed over to the Purchaser and the officers of KSNDMC be trained on of the software logic. The supplier has to update the software so as to customize to the Purchaser's requirement at no extra charge to the Purchaser. The Supplier shall make any such modification/s only with the prior approval by the Purchaser. Detailed project report of the Hardware and Software along with flow chart has to be submitted to the Purchaser (KSNDMC).

4.8 Inspection and testing: Performance tests of the equipment/components supplied, installed and commissioned by the Supplier will be tested for performance by way of demonstration of bench mark of standards prescribed by the IMD. After the installation of TRG representative of KSNDMC shall inspect the components/ electronic equipment for the specifications and standards as per the work order issued to the supplier. The dismantled sensor / any electronic components should be returned to the purchaser by duly obtaining the acknowledgement. If the performance or workmanship is not found to be not in accordance with the specification in the Tender Document, the Purchaser has the liberty to reject non-performing or defective or all equipment/components for reasons to be recorded. The Purchaser shall on giving ten days'

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

notice in writing to the Supplier shall set right defects/problems in the equipments/ components supplied or replace the units as the case may be.

4.9 Maintenance: The Supplier shall provide onsite comprehensive maintenance for all the equipments /components supplied for four years after the end of warranty period of all items supplied. During the period of warranty and comprehensive annual maintenance contract (CAMC) period the equipments /components supplied shall be maintained on site by the Supplier, at no extra cost to the Purchaser and ensure that they are kept in full working condition. Service calls by the Purchaser should be resolved by the Supplier within 7 days of receipt of the service calls or e-mail or through any other communication. Supplier shall provide a single point of contact for raising service calls and associated matters.

5. Pre-Qualification Criteria

Bidders who are desirous of bidding for the project shall meet the following Technical criteria to qualify for the technical bid.

SI. No.	Pre-Qualification Criteria	Documents/ proof
1	The OEM/Authorised representative of the OEM/ Bidder should be in business related to Supply, installation and maintenance of Telemetric Rain gauge and telemetric weather stations in India for at least 5 years as on 31.01.2021.	Registration Certificate issued under the Companies Act 1956/2003 of the OEM/ Authorised representative of the OEM/ Bidder (Certificate of Incorporation).
2	The OEM/Authorized representative of the OEM/ Bidder's average annual turnover shall be for more than Rs.4,00,00,000 (Rupees Four Crores) during the period from 2017-18, 2018-19 & 2019-20.	Annexure 3: The Bidder shall submit copies of the profit and loss accounts and balance sheets as well as IT returns for these three Financial Years duly self attested Notwithstanding anything stated above, the Purchaser reserves the right to assess Bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

SI. No.	Pre-Qualification Criteria	Documents/ proof
3	The firm/company should produce the self-attested photocopies of documents related to Company PAN Number, GST number.	Copy of Company PAN Number, GST certificate to be furnished
4	The Bidder should not have been blacklisted by Government of Karnataka or its agencies for any reasons whatsoever & Central / any other State/UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices.	Annexure 4: The bidder to give an undertaking in Annexure 4 that the OEM/Bidders organisation has not been blacklisted.
5	Technical Support and Service Centers: The Bidder should have a technical support centre in Karnataka with adequate service engineers/ staff for providing service.	Annexure 5: Technical staff details can be furnished by the successful bidder on issue of Purchase order. The intending bidder may state in the annexure 4 of the tender document as "Details will be furnished on receipt of Letter of intent".

6. Technical Qualification Criteria

SI. No.	Technical Qualification Criteria	Documents/ proof
1	The OEM/Authorized representative of the OEM/ Bidder should have experience in supply and maintenance of not less than 1,000 telemetric rain gauges with Government Department / Public Sector Undertaking in India.	Submit documentary evidence by way of experience certificate/s issued by the office/s concerned (Work Orders and Satisfactory Certificates)
2	Presentation of Concept	Submit Document (Bidder shall submit a documentation about the working principle of the sensors proposed and details of the protocols of data transmission and capability to auto retransmit the data in case of failure of

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

SI. No.	Technical Qualification Criteria	Documents/ proof
		telecom signal. The document should also consist of calculation of the battery sizing based on the sensors and all other electronic components used in the TRG).
3	Product Brochure	Technical brochure is to be submitted and the same should be available on the Vendor's website.
4	Compliance statement of specifications	Compliance statement of the specifications to be provided along with proof of documentation in terms of Technical Brochures.

7. Procedure for Submission of Bids

Bidder can download the tender document for free of cost from the portal (<http://eproc.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified to the e-Procurement portal. The tender processing fee has to be paid through any of the four e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country

Note: e-Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take minimum 2-3 days for confirmation from the bank regarding the EMD realization. Also, please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to e-Procurement portal at the above-mentioned website.

7.1 Modes of Submission: All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial bids electronically using the unified e-Procurement platform. The e-Procurement portal is available at: <http://eproc.karnataka.gov.in>.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Intending tenderers can submit the tenders only through the unified e-Procurement system. It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents on or before the scheduled date and time prescribed for bid submission to avoid problems / glitches that may arise on the last day of submission of the bid. KSNDMC will not be responsible for any delays due to unavailability of the portal or internet link.

7.2 Authentication of Bid: Bid response documents shall be signed by the Bidder or a person or person who has been authorized by their company or firm. A letter of authorization / power-of-attorney issued by the competent authority of the company / firm to the person signing the tender document should accompany the bid. All pages of the bid, except for printed literature, shall be initialed and stamped by the person or persons signing the bid document.

7.3 Validation of interlineations in Bid: The bid documents uploaded to the e- procurement portal should be legible and shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

8. Clarification on Tender Document

Prospective Bidders requiring any clarification on the tender document may submit queries, in writing, in the following format with in the last date prescribed:

Queries received after the last date and time prescribed shall not be entertained.

KSNDMC will post the Queries received and Clarifications on the portal (<http://eproc.karnataka.gov.in>) and KSNDMC website www.ksndmc.org

Sl. No	Section No. / Clause No. /General queries.	Page No.	Reference / Subject	Clarification required on

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

9. Bid Prices

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the scope of work indicated in the tender is intended to give the bidder an idea about the nature of the work involved and may not be exhaustive. The Bidder shall carry out due diligence.

The tenderer shall quote prices item wise prices for all items in Annexure 6 - Commercial bid. Tender will be rejected in the event of failure of the tenderer to quote for all items in the Annexure-6.

Prices quoted in the Commercial bid for each item, shall be all inclusive price including basic cost, duties, all taxes, transportation charges, insurance, handling and all other charges if any, until the items are delivered and installed at the Purchaser's site. Price quoted shall also include, cost of electrical cords, adaptors, etc., complete installation, testing, commissioning and training for KSNDMC staff.

The tender shall indicate the percentage of taxes, statutory duties, levy, included in the quoted price and other charges such as transport, insurance, handling etc.

Variation of taxes, duties and levy: Rate quoted by the tenderers shall be firm during the tenure of the contract, except for variation in the rate of duty or taxes levied by the Union or State or Local Government. Any variation in taxes, duties and levy shall be to the account of the Purchaser.

Variation in Quantity: Quantities indicated in Annexure 5 are approximate. Final quantities may vary plus or minus fifteen percent of the estimates. Intending tenderers should note the probable variation indicated as above and it shall be binding on the successful tenderer to adhere to the increase or decrease in the quantities as mentioned above under the same terms and conditions and price.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

10. Authorised Signatory

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative. In either case he / she shall submit a certificate of authority for signing the tender document and to correspond with KSNDMC. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and or the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she constitutes and act as attorney of the firm or the company on whose behalf he/she is signing.

11. Bid Security (Earnest Money Deposit)

The Bid shall contain EMD amount of Rs.15,00,000/- (Rupees Fifteen lakhs) and shall be paid through any of the four e-payment options in the portal (<https://eproc.karnataka.gov.in/>)

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country

EMD of the unsuccessful Bidder will be returned within 30 days after the Selected Tenderer has signed the Contract and no interest will be payable by KSNDMC on the amount of the Bid Security.

The bid security may be forfeited:

- 1) If a Bidder withdraws his/her bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, if any; or
- 2) In the case the successful Bidder, after issuing Purchase/Work order if he / she fails to sign the Agreement within the time specified or furnish the required Performance Bank Guarantee.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

12. Bid Validity Period

12.1 Period of Validity of Bids: Bids shall remain valid for 90 days from the date of opening of Technical Bids. A bid valid for a shorter period may be rejected as non-responsive.

12.2 Extension of Period of Validity: In exceptional circumstances, KSNDMC may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or by mail). In such case, the validity of EMD shall also be suitably extended.

13. Contacting KSNDMC

13.1 Contact by Writing: No bidder shall contact KSNDMC on any matter relating to its bid, from the time of bid opening till the time the Contract is awarded. If the Bidder wishes to provide any additional information to KSNDMC, it should be done through writing a letter or through an email.

13.2 Rejection of Bid: Any effort by a Bidder to influence the KSNDMC in its decisions with respect to the tender entails rejection of the bid submitted by the tenderer.

13.3 Purchase's Right to Vary Scope of Contract at the before the time of Award: Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost of Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of KSNDMC's changed order. KSNDMC reserves to split the Tender.

13.4 Purchaser's Right to accept any bid and to reject any or All Bids: The purchaser reserves the right to accept or reject any bid or all bids and to annul the Tender process without assigning any reasons there of and without any liability.

Note: Bidders may note that, as the TRGs involved for refurbishment in the Tender is large in number, and the work has to be carried out across the entire state, KSNDMC, with an objective of getting the refurbishment work of TRGs done as soon as possible to facilitate obtaining the rainfall data during the monsoon season; reserves the right to place work orders on more than one Agency in the order of second/third lowest bidders, at the rate quoted by the lowest bidder.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

In such a case, the total TRGs situated in contiguous geographical locations will be grouped into different packages and work awarded. The decision of KSNDMC in this regard is final and binding on the Bidders. Purchaser, also reserves the right in the interest of the work, to allocate the order to one or more tenderers at the prices and terms and conditions of the lowest tenderer.

14. Assignment / Sub-contracts

On award of the Supply/Work order, the Contractor shall not assign the performance of contractual obligations, in whole or in part to any third party, except with the Purchaser's prior written consent.

Sub-contract is strictly prohibited.

15. Notification of Award

15.1 Signing of Contract: On issue of Letter of Intent (LOI), the successful bidder, shall acknowledge the receipt in writing and shall send acceptance to LOI and shall enter in to agreement within seven (7) days from the date of receipt of LOI.

15.2 Failure to abide by the Agreement: The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Purchaser with such penalties as specified in the tender document and the Agreement.

16. Performance Bank Guarantee

The successful tenderer, within 7 days of the Signing of Contract, furnish an unconditional and irrevocable Bank Guarantee from a Scheduled commercial bank of Reserve Bank of India, in the format acceptable to the Purchaser, for an amount equivalent to 10% of the total value of the Purchase & Work order. The Bank Guarantee shall be kept valid for a period of 63 Months from the date of issue of bank guarantee till the expiry of the contract. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award of the order and forfeiture of the EMD. Rejection Criteria: Besides other terms and conditions of the tender document, bids may be rejected under following circumstances.

17. Technical Rejection Criteria

- Bids which do not conform to required validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the tendering process.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of person(s) duly authorized on required pages of the bid.
- Bids without power of authorization to the signatory technical bid containing commercial details.
- Bid not substantially responsive to the tender document.
- Failure to furnish proofs for information provided.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender document.
- Any false declaration by the bidder during the bidding process, following action may be taken:
 - Liable for Legal Action
 - Forfeiture of entire PBG/EMD.
 - Forfeiture of any Released payments
 - Blacklisting of the Successful bidder

18. Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price bid format
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

19. Liquidated Damages

Subject to clause for Force Majeure, if the vendor fails to complete the assignment in compliance to the time schedule prescribed in the Purchase/ Work order or the extended date or if the vendor repudiates the Contract before completion of the Work, the Purchaser at its discretion may without prejudice to any other right or remedy available, forfeit the entire performance bank guarantee submitted by the vendor apart from blacklisting of the selected vendor for further participation in any of the tenders of the KSNDMC.

Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

20. Termination of Contract

Any violations / non-compliance of any of the conditions will entail termination of the contract

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

without prejudice to the rights of the Purchaser with such penalties as specified in the contract. Upon such termination, the Purchaser will have the right to forfeit the entire performance bank guarantee submitted by the vendor, apart from blacklisting of the Supplier for further participation in any of the tenders of Purchaser.

Where a change of management of the Supplier has occurred whereby the Supplier's company has merged, amalgamated or been taken over, due to which the majority shareholding of the Supplier has been transferred to another entity, and in case requirements for the Supplier set out in the tender document are not complied with, the purchaser can by a 15 (Fifteen) days written notice, terminate the contract and such notice shall become effective at the end of the notice period.

21. Force Majeure

In the event if the Force Majeure conditions substantially, prevents, hinders or delays the Supplier's performance for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the Purchaser may upon request by the Supplier, declare at its discretion, certain specified period as Force Majeure. However, when the situation arising out of force Majeure comes to an end in the assessment of the Purchaser, the Supplier shall resume normal activities under this agreement immediately thereafter. If the Purchaser considers it necessary, may grant an extension of time to the Supplier for resuming normal activities under this agreement. If the Supplier does not resume normal activities immediately or within the extended period, if any, granted, the purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate vendor at the cost of Supplier and/or terminate the Agreement.

Notwithstanding the terms of this Article, the failure in complying to the terms and conditions of the agreement on the part of the Supplier in implementing any disaster contingency plan, insurance coverage and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

22. Resolution of disputes

Resolution of disputes

Any dispute arising out of or in connection with this Agreement or the tender document shall in the first instance be dealt with in accordance with the escalation procedure set forth herein.

Scope of Dispute Resolution

Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising during the progress of the Project (define) or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If any dispute arises between the purchaser and the Supplier in connection with, or arising out of, the agreement or tender conditions or execution of the Supply/work, whether before or after the repudiation or other termination of the agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Director, KSNDMC. Either party may refer a dispute to the Principal Secretary, Revenue Department, GoK or the Commissioner, KSDMA, who shall give a decision in writing within 30 days of reference of dispute.

- a) In case either party is not satisfied with the decision of the Principal Secretary or the Commissioner they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30-day notice period.
- b) Any dispute or difference or claim arising out of, or in connection with, or relating to the Agreement or breach, termination or invalidity thereof, shall be referred to and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with it's rules.
- c) Arbitration proceedings shall be held in Bangalore and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) Any litigation in courts shall be in Bengaluru Jurisdiction only.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

23. Interpretation of Clauses

In case of any ambiguity in the interpretation of any clauses in the bid document, Director, KSNDMC interpretation of the clauses shall be final and binding on all parties.

24. Third Party Claims

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this Supply/work order in India.

25. Performance Related

25.1 Service during Warranty period: The Supplies and Support and Maintenance services shall be provided on all days which include Sundays and general holidays also. The Supplier shall repair / replace / maintain the equipment in good working condition.

25.2 Penalty for Repair/Maintenance and installation: Delay in installation of equipment /components attract, penalty at 0.05% of the contract value per day of delayed delivery subject to a maximum of 10% of the total contract value including all taxes duties and all other charges.

The supplier shall diligently attend the service calls and rectify nonfunctioning of Telemetric Rain gauge made by KSNDMC within a maximum period of seven days. In the event of delay in rectification penalty shall be levied after 7 days at the rate of Rs.100 per day per station.

The supplier shall ensure satisfactory performance for the service calls made by KSNDMC. If more than ten percent of the stations attract penalty in a year the contract is liable to be terminated and the bank guarantee shall be forfeited and the contractor shall be blacklisted without any cost to KSNDMC.

If any station continues to be non-functional for more than three times in a quarter the supplier shall once again refurbish the telemetric rain gauge station immediately without any cost to KSNDMC.

After successfully attending the call, a call sheet duly signed by user and should be submitted to the section concerned of the purchaser. Replacement of product/sensor shall be of same specifications as mentioned in this tender document.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

26. *Evaluation Process*

The bids are evaluated in 2 phase process as below:

- First Phase - Evaluated based on Technical Qualification Criteria
- Second Phase - Evaluated based on Commercial aspects

27. *Technical Evaluation Conformance*

The Bidders shall be evaluated based on the technical criteria. Bidders failing to meet the Technical criteria shall not be considered for opening their Commercial Bid.

- a. Purchaser reserves the right to seek clarifications and additional documentary evidence from the bidders to ascertain any other information required but not available in the tender document.
- b. Decision of the Purchaser in the evaluation of the Technical bids shall be final.

28. *Commercial Bid Evaluation*

The commercial quotes submitted by technically qualified bidders will be opened in e-Procurement Portal. The total value of all items put together would be the basis for evaluating the lowest tender.

29. *Payment terms*

Payment shall be made subject to recoveries, if any, by way of delay in supply as per service terms, liquidated damages / penalty clause / TDS or any other charges as per the payment terms of the Supply Order if not specified elsewhere in the document. No advance payment will be made towards supply of the required goods. **No payment shall be made for partial delivery.** The payment will be made on completion of supply, installation, refurbishment and commissioning of all TRG stations in each region namely, North Interior Karnataka, South interior Karnataka, Malnad and coastal region and on submission of 10% bank guarantee as the case may be and certification by the competent authority. The price which is quoted by the bidder under the Comprehensive Maintenance (CAMC) for four Years shall be divided equally and will be paid on quarterly basis after completion of each quarter. AMC shall be made on quarterly basis subject to deduction of penalty if any.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Annexure – 1

**(Details of location- District wise for Supply / Refurbishment, Installation and
Commissioning of 3131 TRG in Karnataka)**

Sl. No.	District Name	Qty.
1	BAGALKOTE	101
2	BALLARI	119
3	BELAGAVI	384
4	BENGALURU RURAL	62
5	BENGALURU URBAN	74
6	BIDAR	104
7	CHAMARAJANAGARA	12
8	CHIKKABALLAPURA	76
9	CHIKKAMAGALURU	159
10	CHITRADURGA	4
11	DAVANAGERE	138
12	DAKSHINA KANNADA	167
13	DHARWAD	5
14	GADAG	53
15	HASSAN	188
16	HAVERI	2
17	KALABURAGI	8
18	KODAGU	73
19	KOLARA	86
20	KOPPALA	6
21	MANDYA	146
22	MYSURU	150
23	RAICHUR	90
24	RAMANAGARA	77
25	SHIVAMOGGA	201
26	TUMAKURU	181
27	UDUPI	125
28	UTTARA KANNADA	157
29	VIJAYAPURA	117

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

30	YADGIR	66
TOTAL		3131

ANNEXURE 2: UNDERTAKING

To,

Karnataka State Natural Disaster Monitoring Centre (KSNDMC)

Government of Karnataka

Major Sandeep Unnikrishnan road, near Yelahanka-Attur Layout,

Bangalore-560064

Sir,

We M/s (Name of the bidder) here in after Called “the Supplier” do hereby affirm and

Undertake to abide by all the terms, conditions and specifications given in the bidding document No.

Dated..... While performing the contractual obligations relating to supply, installation, Refurbishment and maintenance of TRG. We also adhere to guarantee clause as specified in terms and conditions of the contract.

Yours faithfully,

Signature of the bidder and with office seal

Place:

Date

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Annexure 3: Turnover

Annual turnover of the company for the years 2017-18, 2018-19 & 2019-20 is furnished hereunder:

Financial year	Turnover of the Company (in Rs. Crores)
2017-2018	
2018-2019	
2019-2020	
Average Turn over	

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Annexure 4:

Declaration on not getting blacklisted

DD/MM/YYYY

To

KSNDMC

Dear Sir,

Sub.: Declaration on not being blacklisted

We M/s _____ hereby confirm that our firm / organization / company has not been blacklisted by the Government of Karnataka or any of its agencies or by Government of India / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for any reasons whatsoever.

Sincerely yours

Authorized Signatory

Name and Designation

<< Bidder Name >>

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Annexure 5: Technical Staff Details

Details of Technical Staff working in Karnataka (Attach additional sheet if required)							
Sl. No.	Name of the place	Name of Employee	Qualification	Total experience	Experience in the present company	Area of expertise	Contact Details with address

Place:

Date:

ANNEXURE – 6: COMMERCIAL BID

Supply, Installation, Refurbishment and Comprehensive Annual maintenance of Telemetric Rain gauge and Telemetric Weather stations in Karnataka

Intending Bidders shall quote prices for all items listed hereunder failing which the bid shall be treated as invalid.

Sl. No.	Description of Goods	Quantity	Price per Unit in Rs.
1	Supply, installation, commissioning and maintenance of TRG with one-year standard warranty	1	
A	Total (price per unit into 122)	122	
1	Data Logger	3009	
2	Battery	3009	
3	Solar Charge Controller	3009	
4	GSM Modem with Antenna	3009	
5	Rain gauge sensor	3009	
6	Painting on refurbishment of TRG.	3009	
7	Painting during CAMC period at an interval of 18 months each	3009	
8	Charges for Comprehensive Maintenance of TRG for a period of 4 years.	4 years	
B	Grand total for refurbishment	3009	
C	Grand total for (A + B)		
Unit Cost			
1	TRG mounting mast & hardware accessories.	1	
2	Civil works for installation of TRG mounting mast.	1	
3	IP 65 Enclosure for data Logger, modem and battery.	1	
4	Solar Panel	1	

The following rate of taxes are included in the price quoted above:

- 1) GST-- Percentage
- 2)
- 3)

(Signature of the Authorised Signatory)

(Official Seal)

Annexure 7

Technical Specifications

Specification for the Supply, Installation, Commissioning, refurbishment & 5-year onsite maintenance (including warranty of one year) of GPRS & GSM enabled and solar powered Telemetric Rain gauge and integrating with existing data network system installed by Karnataka State Natural Disaster Monitoring Centre (KSNDMC) in Karnataka.

Sl. No.	Item Description	Qty. approx.
1	Supply, installation, Refurbishment of TRG with five year onsite maintenance of GPRS & GSM enabled and solar powered Telemetric Rain gauge stations, integrating with existing data network system installed by KSNDMC in Karnataka.	3131 TRG

Specifications of Telemetric Rain gauge equipment.

Instrument

Should have GPRS (Secured HTTP/Secured FTP) facility for data transmission.

Auto re-transmission of failed packets of data to the web link.

Automatic Data reporting through SMS.

At closing time, in case data logging to web link fails, data dump facility to provide data for previous one year of the selected date should be available through SMS command.

Storage device instrument should have capacity to store on-site data for one year period in intervals of 15 minutes.

Time stamping of Data Packets.

GSM/GPRS Modem and Antenna Technical Specifications:

Frequency: 900MHz and 1800MHz (EGSM Dual Band)

HF Output max: 2W Class 4 at 900MHz and 1W Class 1 at 1900MHz

Antenna Impedance: 50Ω SIM Card: 1.8V or 3V Power Supply: 6V to 30V-DC

Operating temperature: 0°C to +60°C

Electric Current: 30mA/12VDC (receipt) 0.5A (transmission)

Interface: RS 232 Antenna included with cabling

Protection: IP 65

Functioning: Multi level Alarm dial out, preprogrammed dial out, remote interrogation facilities

Modem shall support 2G, 3G and 4G telecom technology (SIM) and should have dual SIM compatibility.

Remote management of modem to switch over to any of the two SIM cards should be available.

Other

- Simple interface to set time and date.
- Provision to read the GPRS Signal Strength.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

- Ability to accommodate two SIM Cards with different service providers.
- Automatic time sync facility from website.
- Centralized control for Version updates.

Civil works

Proper foundation should be laid for civil work at the site with RCC of 1:2:4, length 10" X width 10" X height 12" above roof level.

Mounting Mast

Mast for mounting the sensors should be made up of Stainless steel or GI material with 18 or lower gauge.

All metallic components should be painted with standard quality-approved rust proof paints

Mast must be at least 2 meters in height to mount the sensors and house the electronics with proper enclosures (IP65), high quality hinges (rust proof or non corrosive) and internal locks.

Electronics

Micro controller / Microprocessor based.

Should have adequate non-volatile memory for one year data buffering for 10 variables at 15 minutes interval.

Data logger should be accessible using USB or RS232 ports and User interface to view the data onsite through LCD / LED and Keyboard as is the present practice prevailing at KSNDMC.

User interface through LCD / LED and Keyboard.

Battery backed operation; battery warranty shall be 12 months.

Solar powered standalone operation.

Expandability for more parameters.

ISO certified Data Logger with a minimum of 4 channels (TRG) or more with necessary software.

Sensor cabling: Industry standard weather-proof cable for data transmission

Solar Panels

Solar Panels: 20 Watt or higher.

Typical Peak Power: 20 Watts

Voltage at Peak Power: 17.1 VDC

Current at Peak Power: 1.17 A

Minimum Peak Power: 18 Watts

Short-Circuit Current: 1.27 A

Open-Circuit Voltage: 20.8 VDC

Withstand wind speed upto 55 m/s

Battery

Rechargeable sealed lead-acid batteries /SMF batteries with 12 months of replacement warranty.

- Maintenance- free
- Overcharge protection
- Leak-proof

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

- High-impact resistant battery case made of non-conductive ABS plastic.
- Resistance to shock, vibration, chemicals and heat
- Batteries must power the sensors and electronics of the TRG for at least 14 days, even in the absence of power generation from the solar panel.

Battery should have the capacity to cater the power to the sensors and all other electronic components installed in the TRG for a minimum period of 14 days in the absence of power supply from the solar panel

SMS commands

To check the status of the modem.

To avail data dump for the last one year.

To set time, FTP intervals, alert parameters.

To remotely configure site details.

To configure server details (user name, password and server IP address).

Remote Programming and Software utilities for the operation from Master Control Centre

Sensor Specifications –

Rain gauge

Tipping bucket based; the material used should be bucket shall be made up of stainless steel of 304 grade or ABS plastic or industrial grade material and mounting assembly of powder coated brass or gun metal which are non-corrosive.

Non-Contact electromagnet sensing.

Industrial weather proof material for outer shell and inner components.

Easy calibration facility.

Telemetric Rain gauge stations shell made of FRP/Stainless steel of 304 grade.

Accuracy:

Tolerance should be as below limited by the precision of the instrument which in this is 0.5 mm (1% up to rainfall intensity of 50 mm every day and 2% of rainfall intensity of 50 to 100 mm per day. With IMD/national/international certification

Note: Calibration certificate of the sensors proposed have to be submitted which is certified by IMD or WMO.

Onsite maintenance

Should cover on-site maintenance of the hardware, software, sensors, electronics and all civil works for a period of 5 years from the date of commissioning.

Downtime Max: 120 hours

Calibration policy

Each Rain tipping bucket sensor is to be calibrated once in every 6 months on site by the Supplier and the calibration certificates are to be submitted to KSNDMC.

*Supply / Refurbishment, Installation and Comprehensive maintenance
of Telemetric Rain gauge stations in Karnataka*

Annexure 8

(Format for authorisation letter of OEM to be submitted by non-manufacturer bidder)

Letter Head of OEM

To,
The Director
Karnataka State Natural Disaster Monitoring Centre (KSNDMC)
Major Sandeep Unnikrishnan road,
Near Attur Layout, Yelahanka, Bengaluru - 560 064.

Sub: Authorization Letter to..... (**Bidder Name**) for participation in the bid for Supply, Installation, Commissioning and Comprehensive Maintenance of Seismic Equipment in Karnataka.

REF: Tender No.: published on

Dear Sir,

We are given to understand that M/s (Bidder Name) having an address at (Address) is intending to bid to above referred tender for supply, installation, Commissioning and Maintenance of Seismic Equipments in Karnataka.

We, the OEM for (Item names) hereby clarify that:

1. M/s is the authorised Sales/ marketing Agent to sell our products in India.
2. The above mentioned product/s which includes technology and software is in strict compliance with the import/export control laws and regulations of India.
3. It is assured to KSNDMC that on awarding the contract, we will supply the products, services and after-sale support to M/s for successful execution of the work.

M/s shall be solely responsible to comply with the End User terms and conditions including the provision of first level support to you in respect of all hardware or software related issues pertaining to the OEM products.

Signature and Seal of authorised signatory

Date: