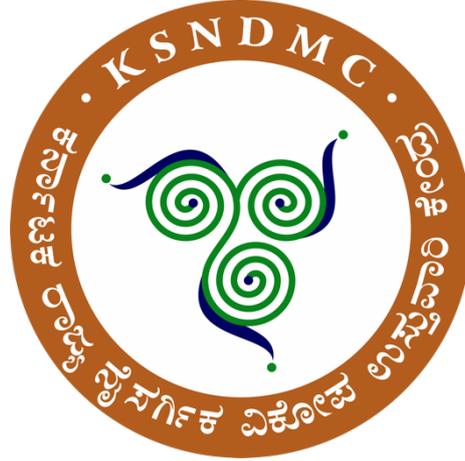




KARNATAKA STATE NATURAL DISASTER MONITORING CENTRE
(Autonomous Organisation of Revenue Department, Government of Karnataka)



**TENDER DOCUMENT
FOR
Supply, Installation, Commissioning and Maintenance
Of Centralised Wireless Public Broadcasting at
Vulnerable Gramapanchayaths in Karnataka**

Supply, Installation, Commissioning and Maintenance of Centralised Wireless Public Broadcasting at Vulnerable Gramapanchayaths in Karnataka

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1. Time schedule for bidding

Tender Reference No:	KSNDMC / TECH / 02 / 2021 /
EMD	Rs. 2,00,000/- (Rupees Two Lakhs)
Last Date for Receiving Queries	20.03.2021 till 5:00 p.m
Pre-bid meeting & venue	25.03.2021 at 03:00 p.m. at KSNDMC office
Last Date and Time for submission of Bids	07.04.2021 till 03:00 p.m
Venue, Date & Time of Opening Of Technical Bids	09.04.2021 at 05:00 p.m. at KSNDMC office
Presentation by technically pre-qualified bidders	17.04.2021 at 11:00 a.m at KSNDMC office
Contact Person, Phone No. and e-mail	Shri. R.K. Abhinand, Senior Scientific Asst. Phone: 8147508003, 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.

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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”/Tenderer means, person / firm / company / Organization participating in this tender.
4. “Supplier” means the successful Bidder with whom KSNDMC signs the agreement for Supply, Installation, Commissioning and maintenance of the Hydrological Equipment.
5. “PBG” refers to Performance Bank Guarantee.
6. Unit Price: Unit price is the price for a single component / equipment.
7. Project refers to the work of Supply, Installation, Commissioning and Maintenance of Hydrological Equipment in Krishna Basin, Karnataka
8. DAS: Digital Data Acquisition System
9. MCF: Master Control Facility located at KSNDMC, Yelahanka, Bengaluru
10. Contract period: From the date of issue of purchase order till the date of completion of warranty period in all respects; that is the end of 5 years.
11. Purchaser: Means KSNDMC
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.

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 of the Cell were later broadened to include other natural disasters as also the activity of monitoring and 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 the various response players in the field of natural disaster management by providing timely pro-active science and technology inputs. The Master Control Facility will strengthen the activities of the centre in providing information, reports, and advisories to the community, research organizations and the Government. The Centre provides inputs to the farming community, agriculture and horticulture-based sector,

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fisherman, transport sector, power and electricity sector, State and District level Disaster Management Authorities in Karnataka through the state-of-the-art sensors monitoring natural hazards, and communication system.

An Early Warning System (EWS) can be defined as a set of capacities needed to generate and disseminate timely and meaningful warning information of the possible extreme events or disasters (e.g. floods, drought, hailstorms, earthquake, tsunamis etc.,) that threatens people's lives. The purpose of this information is to enable individuals, communities and organizations threatened to prepare and act appropriately and in sufficient time to reduce the possibility of harm, loss or risk.

An Integrated Public Alert and Warning System need to be designed to provide rapid, reliable and effective communication to the public in case of major emergencies such as natural disasters. In any disaster situation, common public seek at first not to communicate, but to be informed of the impending disaster, so that they may understand what is happening, or about to happen, and to assess whether and how they and their family and friends may be affected.

Broadcasting information has two functions in Disaster Management. One is gathering or receiving information from disaster monitoring networks connected to Scientific Organisations. An exclusive line connected to such organisations is preferable to be used for Alerts, Early Warnings and related information on Floods, Drought, Hailstorms, Landslides, Tsunami and other natural Disasters. Second function is disseminating the disaster information to the public. These Systems are often termed as multicasting system broadcasting to outdoor receivers with loudspeakers in their own disaster network.

For achieving the overall goal of risk reduction, it is useful to divide the communication Strategies into Public Awareness (Pre-event), Public Warning (During the event) & Informing and advising the public (follow up and long term post event).

Disseminating Information: Communication systems are needed for delivering warning messages to the potentially affected locations to alert local and regional governmental agencies. The messages need to be reliable, synthetic and simple to be understood by authorities and public.

Response: Coordination, good governance and appropriate action plans are a key point in

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effective early warning. Likewise, public awareness and education are critical aspects of disaster mitigation.

The purpose of early warning systems is to detect, forecast, and when necessary, issue alerts related to impending hazard events. In order to fulfil a risk reduction function, early warning needs to be supported by information about the actual and potential risks that a hazard poses, as well as the measures people can take to prepare for and mitigate its adverse impacts. Early warning information needs to be communicated in people friendly manner in such a way that facilitates decision-making and timely action of response organizations and vulnerable groups.

4. Scope of Tender

Public Broadcasting System:

- Early Public Broadcast system needs to be designed for disseminating necessary / precautionary messages through public announcements at vulnerable Gramapanchayaths. The solution to be designed in a multi-tier system where messages can be relayed directly from State or District or Taluk Headquarters.
- The application needs to feature recording, storing, forwarding & broadcasting messaging system which can be scheduled at various timelines along with broadcasting repetitions also. The system also has to be designed to playback automatic messages using text to speech.
- Broadcasting system application will have login credentials at State, District and Taluk level which could broadcast to their respective vulnerable Gramapanchayaths. The Public Address system with Early Warning System unit will be remotely managed and connected to the network on GSM connectivity. The Public Address system shall have 4 horn speakers installed above the Gramapanchayath office at a height of 10 feet along with amplifier for better geographical reach of the messages in the GP / Panchayath jurisdiction.

Types of Messages to be broadcasted:

- Weather reports that include Rainfall, Temperature, Relative Humidity, Wind speed, Wind direction etc.,
- Disaster survival messages on how to safeguard oneself from lightning, Storms, Earthquakes, Fire safety, Floods, Tsunamis, Urban Floods, Landslides, Biological Emergencies etc.,

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- Drought Management and information on assistance to community on drought relief system.
- Government Messages to the local community.
- Local customized messages pertaining to the vulnerable Gramapanchayaths under the respective taluks.

Cloud based Early Warning System (EWS):

Early Public Broadcasting System over the Cloud to a specific location or a group of locations or entire locations across the State. EWS to be hosted on a cloud-based infrastructure for secured communication and easy remote accessibility and shall be completely managed by KSNDMC. The GSM connectivity for the EWS will be provided by KSNDMC.

4.1 Supply: Supply, installation, and maintenance of Early Warning System (EWS) at 100 locations across Karnataka as detailed in Annexure -2 including transportation and civil works etc., Civil Works have to be made in respect of EWS where supply and installation is involved by the vendor. The number of EWS indicated as 100 are approximate and may vary for which unit rate applicable will be paid. Civil work is to be carried for all new installations at 100 locations as specified by purchaser.

Detailed specifications of the observatory equipments is given at **Annexure-1**.

The equipment / components at the locations identified by the purchaser (KSNDMC) is placed at **Annexure-2**. The bidder shall take all necessary actions related to the supply, transportation of equipments to the sites, installation, configuration and complete integration of Hardware and Software modules to meet the requirements as per the Tender on turn-key basis.

4.2 Installation & Commissioning: Installation and Commissioning of equipment shall be completed within 90 days from the date of acceptance of the purchase order. Delay in installation and commissioning of the equipment / components attract a penalty at 0.05% of the contract value per day of delayed delivery subject to a maximum of 10% of the contract value including all taxes duties and all other charges. Software configured in the EWS shall be handed over to the Purchaser and the officers of KSNDMC to be trained on of the software application by the supplier. Detailed project report of the Hardware and Software along with flow chart must be submitted to the Purchaser (KSNDMC).

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4.3 Warranty: The Bidder warrants in writing that the Goods supplied under the Contract are new and unused. The Supplier shall provide one-year warranty to all the equipment and related accessories supplied. The warranty of the equipment's shall commence from the date of completion declared by KSNDMC of satisfactory supply, installation, testing and commissioning of the locations.

4.4 Comprehensive Maintenance: The Supplier shall provide onsite comprehensive maintenance (CAMC) for all the equipments / accessories supplied, for a period of four years from the date of completion of warranty. During the period of warranty and Comprehensive Maintenance (CAMC), the successful bidder shall maintain all the equipments / accessories supplied to ensure that they are kept in full working condition and functional by replacing necessary spares and accessories wherever necessary at no extra cost to the purchaser.

4.5 Delivery & Installation: Safe delivery of the instruments to the respective locations along with required software at SEOC will be the responsibility of the successful bidder. The installation shall be such that the system design is modular and upgradable to meet the future requirements, if any in terms of equipment & software. The supplier should provide perpetual license of all the application software provided. The supplier should also provide latest versions of upgraded firmware for all the software supplied at no extra cost until completion of the contract period.

4.6 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. A representative from KSNDMC shall be accompanying the supplier during the installation of the Early Warning System (EWS) and shall inspect the components / electronic equipment for the specifications and standards as per the work order issued to the supplier. If the performance is not found to be 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. If the equipment / accessories supplied and installed do not conform to the specifications in the Tender Document and tests are not within the margins specified by the OEM or in the codes/manuals of the professional bodies, the Purchaser reserves the right to reject all equipment/accessories or part thereof. The Purchaser shall on giving thirty days' 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.

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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.

Sl. No.	Pre-Qualification Criteria	Documents / proof
1	The Bidder should be in business related to IT Enabled Services, Audio visual systems, IT Solutions & Software Development in Karnataka for at least 3 years as on 31.12.2020	Registration Certificate issued under the Companies Act 1956/2003 (Certificate of Incorporation).
2	The Bidder company's average annual turnover shall be for more than Rs.2,00,00,000 (Two Crores during the period from 2017-18, 2018-19 & 2019-2020.	Annexure 4: 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.
3	The Bidder should produce the self-attested photocopies of the company's PAN Number, GST certification.	Copy of Company PAN Number, GST to be furnished.
4	The Bidder should not have been blacklisted by Government of Karnataka or its agencies & Central / any other State/UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices or for any reasons whatsoever.	Annexure 5: The bidder to give an undertaking in Annexure 5 that the OEM/Bidders organisation has not been blacklisted.
5	Technical Support and Service Centers: The Bidder should have a technical support centre in India with service engineers / technical staff for providing service as and when required.	Annexure 6: The bidder to give an undertaking in Annexure 6 confirming that service centre is located in India and have adequate technical engineers and technical staff to provide technical support.

6. Technical Qualification Criteria

Sl. No.	Technical Qualification Criteria	Documents/ proof
	The Bidder should have experience in Supply, Installation, Commissioning, Maintenance and	Submit documentary evidence from the organisation to whom

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Sl. No.	Technical Qualification Criteria	Documents/ proof
1.	development of Web based application with any Government Department / Public Sector Undertaking in India.	supplies were made. Also attach performance certificate issued by the institution/s who procured the equipment.
2.	Proof of Concept / Presentation	Bidder shall submit documentation on the working principle of the centralised wireless public broadcasting system. The Bidder need to provide presentation after being pre-qualified detailing the salient features and performance output of the EWS.
3.	Product Brochure	Technical brochure is to be submitted and the same should be available on the bidder's website too.
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 EMD of Rs. 2,00,000/- and tender processing fee as specified to the e-Procurement portal through any of the four e-payment options in the portal and submit their Technical and Commercial bids electronically on the same 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.

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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>

Intending tenderers can submit the tenders only through e-Procurement portal. 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 within 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.

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

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 in **Annexure 7** - Commercial bid. Tender will be rejected in the event of failure of the tenderer to quote for all items in the **Annexure 7**.

Prices quoted in the Commercial bid for each item, shall be all inclusive price including basic cost, duties, all taxes, packaging charges, 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.

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

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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 (EMD)

The 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.

12. Bid Validity Period

12.1 Period of Validity of Bids: Bids shall remain valid for a period of 90 days from the date of opening of Technical Bids, unless declared to the contrary. Any bid valid for a shorter period may be treated as non-responsive and rejected.

12.2 Extension of Period of Validity: In exceptional circumstances, KSNDMC may request the Bidder(s) for an extension of the period of validity of bid offered. 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.

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13. Contacting KSNDMC

13.1 Contact by Writing: No bidder shall contact KSNDMC officers 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 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 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.

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 therefor and without any liability to KSNDMC. 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)/Purchase order (PO), the successful bidder, shall acknowledge the receipt in writing and shall send acceptance to LOI/PO and shall enter into an agreement within seven (7) days from the date of receipt of LOI/PO.

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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. 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.
- 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:

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- 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 price bid format prescribed in the Tender document.
- 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 successful bidder fails to complete the assignment in compliance to the time schedule prescribed in the Purchase/ Work order or the extended date or if the successful bidder 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 successful bidder apart from blacklisting of the selected successful bidder for further participation in any of the tenders of the KSNDMC.

Any such recovery or liquidated damages shall not in any way relieve the successful bidder 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 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 successful bidder, 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

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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 successful bidder at the cost of Supplier and/or terminate the Agreement.

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

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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 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 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.

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 or claims under labour laws etc.

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.

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1. Penalty for Delay / Repair / Maintenance / Replacement:

Sl. No.	Item	Penalty
1.	Delay in supply of all the Early Warning System Equipment.	A penalty of 1% of the contract value for every week of delay or part thereof subject to a ceiling of 10% of the contract value.
2.	Early Warning System Equipment (10 days downtime).	A penalty of 1% from the contract value per day per observatory subject to a maximum of 10% of the contract value for each location.

The supplier shall diligently attend the service calls and rectify nonfunctioning of the software within a maximum period of five days for SEOC; 1 week for delay in supply and 10 days for the Early Warning System equipment from the date & time the complaint is logged.

Penalty for Sl. No. 2 shall be applicable as specified after 10 days. If the consecutive non-operational days of each station are beyond 30 days, the contract shall be terminated and the bank guarantee shall be forfeited and the contractor shall be blacklisted. Replacement of product/sensor shall be of same specifications as mentioned in this tender document.

26. Evaluation Process

The bids are evaluated in 2 phases

- First Phase - Evaluation based on Technical Qualification Criteria
- Second Phase - Evaluation based on Commercial Criteria

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.

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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 SLA, 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.**

Payment towards Supply, Installation, Commissioning of the centralised wireless public broadcasting system will be made to the successful bidder on satisfactory Supply, Installation, Commissioning and Testing of all the vulnerable Gramapanchayaths and on submission of 10% of the total contract value in the form of Performance Bank Guarantee. The price 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.

The following Documents need to be submitted along with the Invoice for payment:

- a. Supplier's commercial invoice showing contract number, goods description, quantity, unit price and total amount
- b. Copies of packing list identifying contents of each package
- c. Manufacturer's/Supplier's warranty certificate
- d. Inspection certificate issued by the nominated inspection agency, if applicable as per the contract
- e. Manufacturer's own factory inspection report
- f. Certificate of origin
- g. Insurance certificate
- h. Port of Loading & Discharge
- i. Expected date of arrival to India

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ANNEXURE 1

(Technical Specifications)

Specification for the Supply, Installation, Commissioning & 5-year onsite maintenance (including standard warranty of one year) of GSM enabled Early Warning System and integrating with State data network system installed at Karnataka State Natural Disaster Monitoring Centre (KSNDMC) in Karnataka.

Sl. No.	Item Description	Qty.
01.	Supply, installation and commission of EWS through centralized wireless public broadcasting system in 100 Gramapanchayaths in Karnataka.	100

Cloud based Early Warning System (EWS): Early Public Broadcasting System over the Cloud to a specific location or a group of locations or entire locations across the State.

Elements of EWS

(A) Control Room at State Head Quarter / SEOC:

- Centralized Application Server on Cloud
- Cloud based broadcasting application:
 - Comprehensive application to meet every conceivable requirement.
 - Text to Speech.
 - Recording service
 - Automated Message service
 - Time schedule broadcast
 - Broadcast group management
 - Remote monitoring of EWS
 - Log reports
- Hardware Component
 - Rack mountable Application Server to be installed at KSNDMC Datacenter. With Intel Xeon Processor with 32 GB RAM, 2TB HDD, Server OS, SQL Server Database Application.
 - Two Desktop Computers to maintain & monitor the broadcast application. With Intel Core i5, 8 GB RAM, 500 GB HDD, Windows 10 Pro, UPS.
 - Two Recording device with noise cancellation microphone

(B) District Head Quarter / DEOC:

A District can control or broad cast messages within the District.

- Hardware Component

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- One Desktop Computers to maintain & monitor the broadcast application. With Intel Core i5, 8 GB RAM, 500 GB HDD, Windows 10 Pro, UPS.
- One Recording device with noise cancellation microphone.

(C) Taluk Head Quarter / TEOC:

Taluk can control or broad cast message within the Taluk.

- Hardware Component
 - One Desktop Computers to maintain & monitor the broadcast application. With Intel Core i5, 8 GB RAM, 500 GB HDD, Windows 10 Pro, UPS.
 - One Recording device with noise cancellation microphone.

(D) Remote Location (Grama Panchayath):

- GSM Module (3G/4G LTE Router).
 - Internet Connectivity required to receive the broadcasted messages.
- Early Warning Receiver:
 - To receive the broadcasted messages from State/ Region/ District Head Quarter / Sub-division & transmit the same to Amplifier.
- Amplifier
 - One 160 Watts Amplifier to amplify the Voice Signal.
- Microphone
 - To make customized live announcement at gram panchayat.
- Speakers/Horn Speaker
 - Four 40 watts Horn Speaker to playback the messages.
- Power Backup
 - 12 Hours of Uninterrupted power supply with maintenance free battery required to run the service.

Cloud based Software Application

(a) STATE LEVEL MODULE:

- Admin Module to maintain, manage, monitor the users and EWS.
- Record & Broadcast
- Scheduled Broadcasting of educative and informative messages.
- Automatic Broadcasting of information through Text to speech.

Record & Broadcast:

Recording: -

- Record Audio
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

Saved Audio in the required formats: -

- Open to select the file from the desktop.
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

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Scheduling: -

- Select District/ Sub-division/Taluk/Hobli/GP (Option of All District/ Sub-division/Taluk/Hobli/GP or select Multiple)
- Drop down the List of Audio's with short description (Last in First Out)
- Scheduler Timeline with options of multiple time repeat
- Playback the audio on the timeline to check
- Save the Timeline
- Edit the Timeline
- Delete the Timeline

Automatic Broadcasting: -

- Select the Voice clip from the desktop
- Add text to voice tags from the server at the chosen points of the clip
- Short Description of the Audio
- Save the Audio or Delete the Audio

Scheduling: -

- Select District/ Sub-division/Taluk/Hobli/GP (Option of All District/ Sub-division/Taluk/Hobli/GP or select Multiple)
- Drop down the List of Audio's with short description (Last in First Out)
- Scheduler Timeline with options of multiple time repeat
- Playback the audio on the timeline to check
- Save the Timeline
- Edit the Timeline
- Delete the Timeline

(b) DISTRICT LEVEL MODULE:

- Record & Broadcast
- Scheduled Broadcasting of educative and informative messages
- Automatic Broadcasting of information through Text to speech

Record & Broadcast:

Recording: -

- Record Audio
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

Saved Audio in the required formats: -

- Open to select the file from the system.
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

Scheduling: -

- Select Sub-division/Taluk/Hobli/GP (Option of All Sub-division/Taluk/Hobli/GP or select Multiple)
- Drop down the List of Audio's with short description (Last in First Out)

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- Scheduler Timeline with options of multiple time repeat.
- Playback the audio on the timeline to check.
- Save the Timeline.
- Edit the Timeline.
- Delete the Timeline.

(c) TALUK LEVEL MODULE:

- Record & Broadcast.
- Scheduled Broadcasting of educative and informative messages.
- Automatic Broadcasting of information through Text to speech.

Record & Broadcast:

Recording: -

- Record Audio
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

Saved Audio in the required formats: -

- Open to select the file from the desktop.
- Playback Audio
- Short Description of the Audio
- Save or Delete Audio

Scheduling: -

- Select Hobli/GP (Option of All Hobli/GP or select Multiple)
- Drop down the List of Audio's with short description (Last in First Out)
- Scheduler Timeline with options of multiple time repeat.
- Playback the audio on the timeline to check.
- Save the Timeline.
- Edit the Timeline.
- Delete the Timeline.

Reports: Web

- Files Played between selected dates based on the State/District/Taluk/GP.
- Files saved between selected dates based on the state/District/Taluk/GP.

Trail Audit with time stamps.

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ANNEXURE 2

(List of vulnerable Gramapanchayaths)

List of 100 Grama Panchayats in 13 District of 55 Taluks as Sever Flood Vulnerable GPs in Krishna Basin, Karnataka

Sl.No.	District Name	Taluk Name	Hobli Name	Grama Panchayat Name
1	Ballari	Hospet	Hospet	Hampi
		Hagaribommanahalli	Kogali	Malvi
		Siruguppa	Hachholli	Hachcholi
2	Koppal	Karatagi	Siddapur	Mustur
		Koppal	Madinur	Madinur
			Hiresindogi	Alavandi
3	Raichur	Devadurga	Devadurga	Dondambli
			Jalihalli	Amarapur
		Manvi	Manvi	Chikkakotnikal
				Madlapur
		Raichur	Kurdi	Gorkal
			Chandrabanda	Atkoor
				Devarsugur
		Gilasuguru	Kadlur	
			Talamari	
			Gillesugur	
			Heerapura	
Sindhanur	Huda	Mukkunda		
Maski	Maski	Adavibhavi (Maski)		
4	Kalaburagi	Afzalpur	Atanur	Tellur
			Karajgi	Gour (B)
				Udachan
		Aland	Narona	Kamalanagar
			Nimbarga Tanda	Hittalsiroor
		Chincholi	Chincholi	Neemahosalli
		Chittapur	Gundgurti	Ivani
				Ivani
			Nalavara	Sannati
			Ingalagi	
		Kalaburagi	Farhatabad	Saradagi (B)
		Jewargi	Jewargi	Nelogi
			Andola	Biral (B)
Sedam	Sedam	Telkur		
Kalagi	Kalagi	Chincholli (H)		

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Sl.No.	District Name	Taluk Name	Hobli Name	Grama Panchayat Name
		Kamalapur	Mahagaon Tanda	Kurikota
5	Belagavi	Athani	Athani	Shegunashi
			Telsang	Shirahatti
		Belagavi	Hirebagevadi	Mutaga
			Uchagaon	Kangrali Kh
		Chikkodi	Chikkodi	Manajari
			Sadalggi	Kallol
				Sadalaga (Rural)
		Gokak	Arbhavi	Nallanatti
				Nandagaon
		Hukkeri	Hukkeri	Godageri
			Sankeswar	Kochari
		Raibagh	Kudchi	Kudachi (Rural)
		Kittur	Kittur	Dastikoppa
		Nippani	Nippani	Soundalaga
			Sadalggi	Hunnaragi
				Barawad
			Shiradawad	
		Kagwad	Kagwad	Kusanal
				Jugul
Krishana Kittur				
Mudalgi	Arbhavi	Masaguppi		
		Munyal		
6	Bagalkote	Badami	Badami	Mangalur
			Kulgeri	Kittali
				Alur-Sk
		Bagalkote		Devanal
		Bilgi	Bilgi	Galagali
		Hungund	Hungund	Kudalasangam
			Amingarh	Kamatgi (CT)
		Jamakhandi	Savalagi	Bidari
				Jambagi-B.K
		Mudhol	Mudhol	Nagaral
			Lokapur	Machakanur
		Rabakavi Banahatti	Terdal	Asangi
Mudhol	Madabhavi			
7	Vijayapura	Indi	Indi	Gubbewada
			Ballolli	Padanur
		Muddebihal	Muddebihal	Yarazari

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Sl.No.	District Name	Taluk Name	Hobli Name	Grama Panchayat Name
		Sindhagi	Almel	Bagalur
				Devangaon
		Babaleshwar	Babaleshwar	Karjol
				Tajpur.H
		Chadchan	Chadchan	Dhulakhed
			Hattalli	
		Devar Hipparagi	Huvinhiprgi	Satihah
8	Gadag	Naragund	Naragund	Banahatti
		Ron	Hole Alur	Amaragol
9	Haveri	Hangal	Akki Alur	Honkana
			Bommanhalli	Kudal
		Haveri	Guttal	Mevundi
			Karajgi	Konanatambagi
		Ranebennur	Kuppelur	Mudenur
			Medleri	Hirebidri
10	Dharwad	Kundgol	Kundgol	Ramanakoppa
			Yaraguppi	Sanshi
		Navalgund	Moraba	Shirur
				Yamnur
11	Shivamogga	Sagar	Sagar	Keladi
		Shikaripur	Husuru	Matthikote
		Sorab	Chandragutti	Mutuguppe
12	Uttara Kannada	Sirsi	Banavasi	Bhasi
13	Yadgir	Wadagera	Wadagera	Ginal
		Hunasagi	Kodekal	Narayanpur

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ANNEXURE 3: UNDERTAKING

To,
The Director
Karnataka State Natural Disaster Monitoring Centre (KSNDMC)
Government of Karnataka
Major Sandeep Unnikrishnan Road, near Attur Layout, Yelahanka,
Bangalore – 560 064.

Sir,
We, M/s (Name of the bidder) here in after Called “the Bidder” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document No....., dated while performing the contractual obligations relating to Supply, Installation, Commissioning and Maintenance of the Early Warning System Monitoring Network of six Stations. 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

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ANNEXURE 4: 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	

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ANNEXURE 5: DECLARATION ON NOT BEING BLACK LISTED

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 >>

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ANNEXURE 6: TECHNICAL STAFF DETAILS

Details of Technical Staff working in Karnataka							
Sl. No.	Name of the place	Name of the Employee	Qualification	Total experience	Experience in the present company	Area of expertise	Contact Details with address

Place:

Date:

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ANNEXURE 7: COMMERCIAL BID

Supply, Installation, Commissioning and Maintenance of Centralised wireless Public Address System 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.
01	Supply, installation, commissioning and maintenance of EWS at all the vulnerable Gramapanchayaths with one year standard warranty	100	
02	Supply, installation, commissioning and maintenance of EWS through centralized wireless public broadcasting system at Taluk level with one year standard warranty	1	
03	Supply, installation, commissioning and maintenance of EWS through centralized wireless public broadcasting system at District level with one year standard warranty	1	
04	Supply, installation, commissioning and maintenance of EWS through centralized wireless public broadcasting system at State Emergency Operations Centre (SEOC) with one year standard warranty	1	
05	Charges for Comprehensive Maintenance of EWS for a period of 4 years.	4 years	
Total Amount under Sl. No. 1-4 (A)			
Total Amount under Sl. No. 5 (B)			
Grand Total (A +B)			

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

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

(Signature of the Authorised Signatory)

(Official Seal)

Supply, Installation, Commissioning and Maintenance of Centralised Wireless Public Broadcasting at Vulnerable Gramapanchayaths 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 Early Warning System 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 Early Warning System 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: