



मिरा भाईंदर महानगरपालिका



स्व.इंदिरा गांधी भवन, मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग, भाईंदर पश्चिम, ता.जि.ठाणे, ४०११०१

माहिती व तंत्रज्ञान विभाग

संकेतस्थळ - www.mbmc.gov.in

ई-मेल - it@mbmc.gov.in

संपर्क - २८१९२८२८-२५१

जा.क्र.मनपा/ माहिती व तंत्रज्ञान १६४/२०२३-२४

दि. २९/०१/२०२३

// जाहीर दरपत्रक सूचना //

मिरा भाईंदर महानगरपालिका माहिती व तंत्रज्ञान विभागाच्या खालील कामाकरिता दरपत्रक मागविण्यात येत आहेत. सदर कामाची अटीशर्तीसह दरपत्रक मिरा-भाईंदर महानगरपालिकेचे संकेतस्थळ <https://mbmc.gov.in> वर उपलब्ध असून सदर दरपत्रक दि. २९/०१/२०२३ ते दि. ३१/०१/२०२३ रोजी १.०० वाजेपर्यंत स्विकारण्यात येतील. मुदतीत आलेले दरपत्रक शक्यतो दि. २ / १ / २०२३ रोजी १.३० वाजता उपस्थित निविदाधारक अथवा त्यांचे प्रतिनिधी यांचे समक्ष माहिती व तंत्रज्ञान विभाग, मिरा भाईंदर महानगरपालिका येथे उघडण्यात येतील. कोणत्याही प्रकारची दरपत्रक स्विकारणे अथवा नाकारणे याबाबतचा अंतिम अधिकार आयुक्त, मिरा भाईंदर महानगरपालिका यांनी राखून ठेवलेला आहे.

अ.क्र	कामाचे नाव	अंदाजित खर्च	कोरे निविदा पत्रकाची किंमत	निविदा बयाणा रक्कम
1.	Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system कामी	९,४४,०००/-	रु. ३,४००/- + रु.६१२/- (१८% GST) = रु. ४,०१२/- (ना परतावा)	रु. १७,०००/- (परतावा)

टिप :- सर्व दरपत्रक केवळ ऑफलाईन स्विकारल्या जातील.

(संजय शिंदे)

उपायुक्त (माहिती व तंत्रज्ञान)
मिरा भाईंदर महानगरपालिका

ठिकाण :- भाईंदर (प.)

दिनांक :-

MIRA BHAINDAR MUNICIPAL CORPORATION
INFORMATION AND TECHNOLOGY DEPARTMENT

Indira Gandhi Bhavan, Chattrapati Shivaji Maharaj Marg, Bhayander (W) -401101
Tal. Dist. Thane 401101

Website - www.mbmc.gov.in

E-mail- it@mbmc.gov.in

Telephone No. - 28192828-251

MBMC/IT / 164 /2023-24

Date: - 21/7/23

//Quotation Notice //

Mira Bhaindar Municipal Corporation invites sealed Quotation for following works. The Quotation and other relevant document will be available for download on MBMC website as <https://mbmc.gov.in> from dt. 24/7 /2023 to dt. 31/7 /2023 till 1.00 p.m. Quotation form fee and EMD should be submitted through offline Receipt system, failing which the Quotation will be disqualified.

The last date for submission of Quotation is dt. 31/7/2023 up to 1.00 p.m. If possible the Quotation shall be opened in the presence of their bidders or there representative on the dt. 2/8 /2023 up to 1.30 p.m. at the Information and Technology Dept. of Mira Bhaindar Municipal Corporation.

Hon. Commissioner of Mira Bhaindar Municipal Corporation has reserve right to reject any or all offline Quotation, without assigning any reasons.

Sr. No.	Name of work	Estimated Amount in Rs.	Cost of Tender Documents (in Rs.)	Earnest Money Deposit (EMD)
१)	Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system कामी	9,44,000/-	Rs. 3,400/-+ Rs.612/- (18% GST) = Rs.4,012/- (Non Refundable)	Rs. 17,000/- (Refundable)

Note:-

- 1.Tender Documents shall not be sent or received via post.
- 2.Tender Submission is offline only.



(Sanjay Shinde)
Deputy Commissioner
(Information and Technology)
Mira Bhaindar Municipal Corporation

Place:-Bhainder (West)

Date:-

MIRA BHAIINDAR MUNICIPAL CORPORATION

(MBMC)

Information Technology Dept



E-TENDER NOTICE NO. __ FOR 2023-24

NAME OF WORK

RFP for: Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system.

TENDER DOCUMENTS

**MIRA BHAIINDAR MUNICIPAL CORPORATION,
BHAINDAR**

Mira Bhaindar Municipal Corporation

Bhaindar West, Thane - 401101

DATE: 21/07/2023

E-TENDER NOTICE

INVITATION OF TENDER FOR Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system

Mira Bhaindar Municipal Corporation invites proposals from reputed and experienced companies to participate in the competitive bidding process for the Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system

Interested Agencies may contact on any working day between 10:30 to 16:00 Hrs. at the MBMC Office. Bid Documents can be downloaded offline from 24.07.2023. For the detailed Tender document, interested bidders should visit the Website <https://mbmc.gov.in>

Tender submission would be offline and the last date for submitting the proposals in 31.07.2023 till 13:00 Hrs. MBMC reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. **Name:** Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system

2. **EMD:** Rs. 17,000/-

3. **Offline Tender Fee:** Rs. 3400+612(18% GST) = Rs. 4012/-

Commissioner,

Mira Bhaindar Municipal Corporation.

Contractor

No. of correction

Dy. Commissioner

INSTRUCTIONSTO BIDDERS

GENERAL INSTRUCTIONS:

1. MBMC hereby invites Proposals from reputed, competent and professional Information Technology (IT) companies, who meet the Initial filter as specified in this bidding document for the **"Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system"** as detailed in Section 2.25 of this RFP document.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Offline Payment Gateway mode only.
3. To participate in offline bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer —e-tendering tool kit for bidder|| available at <https://udd.maharashtra.etenders.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. Bidder are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
7. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

PRE-QUALIFICATION CRITERIA

- Bidder should have a valid Pan No.
- Bidder should have a valid GST Certificate.
- Bidder should submit Affidavit for paying as per minimum wages act and labour act.
- Bidder should be Companies registered under the Indian Companies Act, 2013 Or a partnership Firm.

- An undertaking (Self Certificate) that the bidder hasn't been blacklisted by any Central/State Government institution and there has been no litigation with any government department on account of system integration services offered by the bidder.
- Bidder should have its office in Maharashtra as on date of submission of bid.
- Joint venture or consortium for any document is not allowed.
- The bidder should have a valid Professional Tax Certificate.

As Per GR No. सीएटी/2018/प्र.क्र.127/इमा-2 दिनांक 28 नोव्हेंबर, 2018 Tenderer will liable for action under Indian Penal Code for submission of any false/fraudulent paper/information submitted in envelope no. 1.

INSTRUCTION TO BIDDERS

(I.T.B.)

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.1 Introduction of MBMC

Mira Bhaingar Municipal Corporation (MBMC) came into existence on 2002. Mira Bhaingar is a city which has its own Historic value. It was an important port for business during past. This port has seen some most important Historic Legends right from Alexander to Peshwas and some great kings who have travelled through this port. The city is surrounded by big mountains on both the side boundaries along with Arabian Sea guarding the west side of the city. The North side of the city is surrounded by Vasai (Basin) Creek. So is the city of Bhaingar Situated at the Heart of the Nature. In 1990 the Council conducted its first election. Mr. Gilbert John Mendonsa was the first President on 28th February 2002 the Council was declared as Corporation on the basis of its population. Mira Bhaingar Municipal Corporation (MBMC) is a planning, development, coordinating and implementing Authority established to ensure the balanced development of the area under its jurisdiction.

2.2 Purpose

MBMC seeks the services of a from reputed, competent and professional Information Technology (IT) companies, who meet the Pre-Qualification criteria as specified in this bidding document. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 3 of this RFP document.

2.3 Cost of RFP

The qualified bidders are requested to deposit the Tender fee through offline payment gateway through e-tendering portal. Bidders are advised to make offline payment at least 3 days prior to

submission timeline to avoid any banking transfer delays. The receipt of the same shall be uploaded during the offline submission of bid document. Tender fee is non-refundable.

2.4 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

2.5 Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures and Sub Contracting is not allowed.

2.6 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

2.7 Proposal Preparation Costs

The bidder shall submit the bid at its cost and MBMC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MBMC and MIRA BHAINNDAR MUNICIPAL CORPORATION shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of MBMC and no copyright /patent etc. shall be entertained by MBMC.

Bidder Inquiries

Bidder shall E-Mail their queries at above mentioned E-Mail address as prescribed. The response to the queries will be published on <https://mahatenders.gov.in> No telephonic / queries will be entertained thereafter. This response of MBMC shall become integral part of RFP document. MBMC shall not make any warranty as to the accuracy and completeness of responses.

Amendment of RFP Document

All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

The bidders are advised to visit the aforementioned portal on regular basis to check for necessary updates. The MBMC also reserves the right to amend the dates mentioned in this RFP.

Supplementary Information to the RFP

If MBMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

MBMC's right to terminate the process

MBMC may terminate the RFP process at any time and without assigning any reason. MBMC reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 17000 (Rupees Seventeen thousand only) through Offline e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 5% of Total Contract Value in the format provided in Annexure I of the RFP.
3. No interest will be paid by MBMC on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected
 - a. The EMD may be forfeited: a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MBMC shall reject the bid and, if necessary, initiate action.

Authentication of Bid

The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid. In case of consortium, only the person from Lead Member is authorised to sign the bid documents and no other person is permitted.

2. Registered Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full time employee of the bidder till the end of contract period.

LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail.

BID FORM

The Bidder shall submit the Commercial Bid in the form given in Annexure-1.

HOW TO QUOTE PRICES

The bidder has to quote the prices in the Annexure 1 after going through the scope of work detailed in the tender document.

BID CURRENCY

Prices shall be quoted in Indian Rupees only.

Submission of Bids

Complete bidding process will be offline (e-Tendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Initial filter Proposal	The Initial filter proposal shall be prepared in accordance with the requirements specified in the RFP. Each page of the Initial filter Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Initial filter Proposal should be submitted through offline bid submission process only.
Envelope B: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through offline bid submission process only.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through offline bid submission process only.

WITHDRAWAL OF BIDS

The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD.

PERIOD OF VALIDITY OF BIDS

Bids shall be valid for acceptance for a period of 90 days from the date of opening.

In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

BID OPENING AND EVALUATION

EVALAUTION COMMITTEE

The tenders shall be evaluated by the Tender Committee constituted by Mira Bhaingar Municipal Corporation. The decision of the Tender Committee in the evaluation of the Technical and Commercial bids shall be final.

CLARIFICATION OF BIDS

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

SCRUTINY OF THE BID

Preliminary scrutiny will be made to determine whether the bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity. Technical bid shall be evaluated in three sub-steps.

Firstly, the documentation furnished by the Successful Bidder will be examined prima facie to see if the technical skill base and financial capacity and other Successful Bidder attributes claimed therein are consistent with the needs of this project.

In the second step, the Tendering Authority may ask the bidders for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents

submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard is final and binding on the bidder and cannot be challenged.

Finally, in the third step, the Tendering Authority will require those Bidders who have qualified up to this stage to make a detailed presentation on the proposed solution. The Technical Approach Paper of the bidder enclosed to the bid document will be the basis for this. This will be supplemented by a presentation to the Tender Committee, with a view to bring out the bidder's appreciation of the requirements of the project, the architecture of the proposed solution, the practicability of the proposed solution, the cost-effectiveness thereof and finally the proposed implementation strategy.

ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information visit vendors site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

APPLICABILITY OF THE RATES

The rates quoted shall be valid for any new similar work that may be introduced within a period of 6 months from date of opening of the tender.

EVALUATION OF COMMERCIAL BIDS

The commercial bids of only technically successful suppliers will be opened.

AWARD CRITERIA

Final choice of firm to execute this project shall be made on the basis of evaluation of Technical bid and financial bid thereof.

The financial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer is be lowest will be selected.

MBMC intends to select only one bidder.

CONTACTING THE TENDERING AUTHORITY

No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

CORRUPT OR FRAUDULENT PRACTICES.

The Tendering Authority requires that the bidders/suppliers/ contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts.

For the purposes of this provision, the terms are defined as follows:

a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

The Tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, contract.

NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity, the Tendering Authority will notify the successful bidder in writing that its bid has been accepted.

Upon the successful bidder's furnishing of performance security, the Tendering Authority will promptly notify each unsuccessful bidder and will discharge their bid security.

PERFORMANCE SECURITY

This Performance Bank Guarantee (hereinafter referred to as —PBG) will be for an amount equivalent to 5% of the total contract value

The Performance Security shall be submitted in the form of Cash/DD/FDR/Bank Guarantee within Thirty (40) working days of the receipt of notification of award from the Tendering Authority, The Performa for Performance Guarantee is provided at Annexure-3 in the bidding documents.

The performance security will be valid during the period of contract and will be discharged and returned to the Successful Bidder within 90 days on completion of contract.

The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the Contract. The Performance Security will be forfeitable for non-performance of the contract.

In the event of any contract amendment, the Successful Bidder shall, within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 180 days thereafter.

BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tendering Authority, reserves the right: -

- To vary, modify, revise, amend or change any of the or part of the terms and conditions mentioned above; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- Joint Venture not allowed

INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified below:

Location

The Work shall be performed within the limits of Mira Bhaindar Municipal Corporation or outside whichever if found necessary.

Taxes and Duties

The Contractors shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law from time to time but this shall exclude GST.

Conditions of Contract

Part 1

Definitions and Applicability

1. Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings.

- "Contract" means the agreement entered into between the Tendering Authority and the Successful Bidder, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- "Bidder" means any firm(s) or, entrepreneur offering the solution(s), service(s) and/or material goods required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Successful Bidder" which will be used after award of the contract.

- “Successful Bidder” shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Successful Bidder covered under the Contract at the “Project Site”, wherever applicable, means the place of Center.
- “Local Currency” means Indian Rupees.
- “Party” means the Client or the Contractors, as the case may be, and Parties means both of them.
- “Work” means the work to be performed by the Contractors pursuant to this Agreement for the purposes of the project.
- “Day” means a working day.
- “Tendering Authority” means the Mira Bhaindar Municipal Corporation who has been authorized to issue a work order under this contract.
- “MBMC” means Mira Bhaindar Municipal Corporation.

2. APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

The Tender Document (along with its amendments if any), the Bid of the Successful Bidder, any clarifications sought by the Tendering Authority, the responses provided by the Successful Bidder, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Successful Bidder.

4. No relaxation to anybody including SSI units will be provided.

Part-2

Eligibility Criteria

Sr.No	Eligibility Criteria to Participate
1	The bidder should be registered under Companies Act, 1956.
2	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.
3	The bidder shall have valid PAN Card.
4	The bidder shall have valid GST Certificate.
5	The bidder shall have valid Professional Tax Certificate.
6	Bidder should have completed at least one Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system in municipal corporation or municipal council and Any other application to Govt./Semi Govt. dept Total Order Value of Rs.10 Lakhs.
7	Bidder should have worked in at least two Municipal Corporation, Municipal Council for web based software.
8	Joint venture or consortium for any documents is not allowed.
9	Average Last Three Years turnover should be 3 Lakhs (2019-20, 2020-21, 2021-22)
10	The bidder should have office in Maharashtra as on date of submission of the Bid.

Part-3

Contractor

No. of correction

Dy. Commissioner

Scope of Work

Summary of Requirement for Clean City :-

Mira Bhayander Municipal Corporation (MBMC) intends to implement Mobile app which would be used by 24 different MBMC officer at 24 different wards to address issue related to Roads, water pipeline, Drainage, Building. Solid and waste, Pollution etc. Officer using this mobile app would choose the department and then enter details with the nature of issue, Capture photo along with geo location. These issues will be linked to Budget and Geo Tracking system which can be accessed by the department to create proposals. This will help Hon commissioner to address issues and take action on fast track mode. Officer who would be highlighting the issue can view the status of the issue. Officer can also view details captured by other officer so that others could also know what all issues can be highlighted.

Requirements: -

1. Mobile App
2. API to link the data to Budget & Geo Tracking system
3. Offline hosting with unlimited storage
4. Additional Customization at no extra cost within first year

Functional Requirement

1. Officers to be provided with Login ID (Mobile number would be user ID)
2. Post Login Officer can view history of self-created issues and action taken and also the issues highlighted by other officers.
3. Register Issue:- Officer to capture the nature of complaint / Observation.

Following details would be captured.

- a. Department
- b. Description of Issue
- c. Photograph
- d. Geo Location
- e. Address for perfection
4. The list of issues with following details will reach Hon Commissioner
 - a. Created By
 - b. Created On date
 - c. Prabhag and ward
 - d. Department
 - e. Nature of Issue
 - f. Photo With Geo Location
 - g. Address of Site
 - h. No Of days
5. Update review status against each issue.
6. Migrate approved list using API to Budget & Geo Tracking system
7. Generate report

- a. Daily Basis issues highlighted
 - b. Pending issues
 - c. Bar Graph of issues raised, Processed, Pending
 - d. Mis Reports should be customized and developed as per MBMC requirement.
8. Integration of Application :- Integration of Application with MBMC Budget and Geo tracking system

Security of System :-

Security of system is whole responsibility of Vendor to provide secured software and apply security policies as per government of Indian Guidelines.

Security Areas Specifications

Network Security - The solution should support SSL encryption mechanism for transferring data across network and between client and server.

System Security - Adequate access control procedures should be defined to secure the entire IT system, physically and logically. The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services. The system should have 2 factor authentication mechanism either through One Time Password (OTP) or soft tokens based technologies for access control and user authentication.

Application Security - The solution should have appropriate authentication mechanisms. Application user authentication & authorization related transactions should be encrypted. Operating system should be hardened on which the application is installed

Audit Trails & Logs - Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. The solution should log all types of events especially those related to security

Data Protection - The solution should support SSL encryption mechanism for transferring data across network. provision should be made to ensure that data in any form should not be copied on to any external media without authorization. The data transferred across network should be encrypted using Public Key (PKI) Infrastructure. • Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited. • Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only. Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.

Session Management - The system should limit to only one session per user or process ID. The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.

DataWarehouse Security - Users must not have access to the data warehouse prompt of the application. Access

to the data warehouse prompt must be restricted only to the database administrator. Super user rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.

Application Deployment - All unused ports should be blocked at server machines. The application server should be segregated from internet zone through firewall or other filtering mechanism.

Information Security Governance - The employees working on the project should Guidance Notes: Model RFP Templates for Implementation Agencies be made aware of his or her responsibilities with respect to

Information Privacy and Information Security Employees working on the project shall undergo security awareness training during induction.

Management System (SIEM) - SI should install SIEM for Real-time analysis of security alerts generated by applications and infrastructure.

Database Activity Monitoring (DAM) Solution – Successful Bidder should install DAM to monitor all database activities and internal users with privileged access.

Application Architecture

It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/external factors.

Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

High Level Design (HLD)

Once the SRS are approved, the Successful Bidder shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The successful bidder shall prepare the HLD and have it reviewed and approved by MBMC. Following diagram provides the indicative High Level Design

Detailed Design/ Low Level Design (LLD)

The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The successful bidder shall prepare the HLD and have it reviewed and approved by MBMC. Following diagram provides the indicative Low Level Design

Quoting of Rates

The Successful Bidder has to quote the rates as per the Annexure – 1 attached.

SUPPLY OF CONSUMABLES

The Corporation will make available all the consumables and any other goods or articles required from time to time for functional of the Work under the scope of work.

SUCCESSFUL BIDDER'S OBLIGATIONS

The Successful Bidder is responsible for, and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract. The Successful Bidder is obliged to work closely with the staff of the Implementing / Tendering Authority and abide by directives issued by them.

COMMISSIONING OF THE WORK

The Work will be considered to be commissioned when the center is complete in all respects i.e.

- Requisite Software is installed.
- The entire setup as defined in scope of work has become functional & the transactions can be done.

INSPECTIONS AND TESTS

Before acceptance of the commissioned project the Implementing / Tendering Authority or his representative shall have the right to inspect and/or to test the application software and IT/network infrastructure for commencement of service to confirm their conformity to the Contract specifications.

The inspections and tests may be conducted on the premises of the Successful Bidder, at the point of delivery and/or at the application software and IT/network infrastructure final destination. If conducted on the premises of the Successful Bidder, all reasonable facilities and assistance and production data shall be furnished to the inspectors at no extra charge to the Implementing / Tendering Authority.

Should any inspected or tested application software and IT/network infrastructure for commencement of service fail to conform to the specifications, the Implementing / Tendering Authority may reject the goods and the Successful Bidder shall either replace the rejected application software and IT/network infrastructure or make alterations necessary to meet the required specifications free of costs to the Implementing / Tendering Authority.

The Implementing / Tendering Authority's right to inspect test and, where necessary, reject the application software and IT/network infrastructure for commencement of service after their arrival at Project Site shall in no way be limited or waived by reason of the application software and IT/network infrastructure having previously been inspected, tested and passed by the Implementing / Tendering Authority or its representative prior to the shipment of the application software and IT/network infrastructure.

- a. erator to take suitable steps to replace such Successful Bidder/candidate.

CONNECTIVITY

Corporation will provide required Internet / Intranet Connectivity for the work.

SMS Charges

The Corporation will provide the SMS pack to the tenderer. The system for SMS is to be provided by the tenderer but the per SMS charges will be borne by the corporation.

OWNERSHIP OF DATA

While the Successful Bidder is responsible for the functioning and operation of the Billing Centers, the backend databases will be owned by Corporation.

Corporation will be the owner of all data, transactions in any form kept at the Billing Centers either in electronic form or physical form such as paper etc.

RESPONSIBILITIES OF TENDERING / IMPLEMENTING AUTHORITY

The Tendering Authority will provide **required space, electric supply and connectivity.**

CHANGE ORDERS

The Implementing / Tendering Authority may at any time, by written order given to the Successful Bidder, make changes within the general scope of the Contract in any one or more of the following:

- a) Designs, Performa, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Implementing / Tendering Authority;
- b) The place of delivery; and/or
- c) The services to be provided by the Successful Bidder.

If any such change causes an increase or decrease in the cost of, or the time required for the Successful Bidder's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Implementing / Tendering Authority's change order.

Part-4

COMMERCIAL TERMS

1. PAYMENT TERMS:

The successful Tenderer shall be selected on the basis of his quote as mentioned in the Annexure – 1. The corporation intends to select a single agency. 90 % payment will be release after System is live. And Balance 10 % payment will be release after successfully working of the system after 6 months.

2. DELAYS IN THE TENDERER'S PERFORMANCE

Delivery of the Goods and performance of the Services shall be made by the Successful Bidder in accordance with the time schedule specified by the Tendering / Implementing Authority. It is expected that the successful Tenderer submits his detailed plan within 1 week from the date of award of contract. After approval of the same, the work of establishment of centers should start.

If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the Successful Bidder shall promptly notify the Tendering / Implementing Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Successful Bidder's notice, the Tendering / Implementing Authority shall evaluate the situation and may, at its discretion, extend the Successful Bidder's time for performance.

3. Period of support

The period of support and Customization will be for 1 year. After that an annual technical support charges will be paid at the rate mentioned in the Commercial bid.

PART-5

GENERAL CONDITIONS

1. Responsibility of Successful Bidder/s

Immediately on approval of the offer, the Successful Bidder shall start the work without and delay.

The Successful Bidder shall be responsible to visit the office of General Administrative Department as and when called for any clarifications, meetings etc. The Mira Bhaingar Municipal Corporation shall intimate the contractors regarding such occasions in advance by means of Letter/ over telephone / e-mail etc.

The Successful Bidder shall be fully responsible for the soundness/ correctness of the services given by them. The contractors shall perform their services and carry out their obligations hereunder with all due diligence, care, efficiency in accordance with national and international codes, professional practices etc.

2. Giving timely approval

It will be the responsibility of Mira Bhaingar Municipal Corporation to give the timely approval to the work submitted by the Successful Bidder.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder will treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.

The Successful Bidder shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Successful Bidder's performance under the Contract if so required by the Tendering Authority.

The Successful Bidder shall permit the Tendering Authority to inspect the documentation and records.

4. Standard of Performance

The Successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall employ appropriate advanced technology. Unintentional acceptable mistakes / errors will be $\pm 10\%$. The Successful Bidder shall always act, in respect of any matter relating to this Agreement or to the services, as faithful advisers to the Client and give his opinion within the frame work of relevant national and if required international standard code of practices and provisions, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

5. Documents and data prepared by the Successful Bidder to be the Property of the Client:

All documents, drawings, specifications, reports, data and other documents prepared by the Successful Bidder in performing the services shall become and remain the property of the Client, and the bidder shall not later than upon termination or expiration of this agreement, deliver all such documents to the Client, together with a detailed inventory thereof.

6. Documents furnished by the Client

Documents made available to the Successful Bidder by the Client, or representative of the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Successful Bidder shall make available to the Client an inventory of such documents and shall dispose of such documents in accordance with the Client's instructions.

7. Assistance and Exemptions

Client shall provide the Successful Bidder and their personnel with all requisite facilities like space to set up the data centre and accommodation etc for the team without any charges and any other facilities as shall be necessary to enable the Successful Bidder or their personnel to perform the works. Adequate security to the personnel will be provided by the client without cost if required during the execution of the work. Client will also resolve all the hindrances legal, political or administrative to facilitate the smooth flow of the work to achieve the purposes of the project.

8. TERMINATION FOR DEFAULT

The Tendering Authority / Implementing Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part:

- a) If the Successful Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract. However no action will be taken against the Successful Bidder if the delay is due to administrative reasons and other hindrances which is reported timely by the Successful Bidder.

- b) If the Successful Bidder, in the judgment of the Tendering / Implementing Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

9. TERMINATION FOR INSOLVENCY

The Tendering Authority may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

10. FORCE MAJEURE

The Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Successful Bidder and not involving the Successful Bidder’s fault or negligence and not foreseeable.

Such events may include, but are not limited to, acts of the Tendering / Implementing Authority in its sovereign or contractual capacity, delay in giving administrative decisions, war or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes and other administrative reasons .

If a force Majeure situation arises, the Successful Bidder shall promptly notify the Tendering / Implementing Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering / Implementing Authority in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

11. RESOLUTION OF DISPUTES

The Implementing Authority and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. If any dispute arises between the parties in connection to this tender or during execution of work, the decision of the Municipal Commissioner of Mira Bhaindar Municipal Corporation shall be final & binding to Contractor. All legal disputes are subject to the jurisdiction at Mira Bhaindar courts only.

12. GOVERNING LANGUAGE

The contract shall be written in English or Marathi. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in that same languages.

13. APPLICABLE LAW

The contract shall be interpreted in accordance with appropriate Indian laws of civil courts at Mira Bhaindar.

Contractor

No. of correction

Dy. Commissioner

14. NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

A notice shall be effective when delivered or on the notices effective date, whichever is later. For the purpose of all notices by the Successful Bidder to the Tendering Authority, these shall be sent, or on changed address if informed in writing by the Tendering Authority to the Successful Bidder, at the following the address:

15. Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the work, may only be made by written agreement between the Parties. If there is any increase in the scope of work for the contractor due to modifications in the terms and conditions or scope of work then the compensation for additional scope of work will be negotiated and finalised by mutual agreement.

16. Fairness And Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

17. Deviation Clause

Deviation of contract condition in agreement between both the parties i.e Mira Bhaindar Municipal Corporation and Contractor can be done on the following reasons,

- Change in the existing Government laws
- Due to natural calamities.
- Due to legal, political, administrative and practical difficulties in implementation of contracted work.
- To facilitate the early achievements of milestones of the task of the contracted work.

The Tendering Authority:

Mira Bhaindar Municipal Corporation, Mira Bhaindar

For the purpose of all notices by the Tendering Authority to the Successful Bidder, these shall be sent on the following address or on changed address if informed in writing by the Successful Bidder to the Tendering Authority.

Successful Bidder:

(To be filled in at the time of Contract signature)

ANNEXURE – 1
COMMERCIAL BID

To,

Date

The Commissioner,
Mira Bhaindar Municipal Corporation,
Mira Bhaindar-421 003

Sir,

I / We hereby offer to render My / Our services for the Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system as mentioned below or more at the following rates at the following rates.

Sr. No.	Name of Work	Quote Amount In Rs.
1.	Mobile App development	
2	Web development for review and Sanction	
3	Integration of software with budget & Geo tracking system	
4	Hosting & data storage	
Total		

The Corporation intends to hire a single bidder.

(Note: The quantity may vary and the Rates shall be inclusive of all taxes and duties, PF, Labour Liabilities on behalf of the bidder in accordance and in all respect as per the Terms of Reference and special conditions prescribed other than GST. GST will be charged at the prevailing rate at time of billing)

- I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule.
- If our bid is accepted, we will obtain the Performance Guarantee in the form prescribed by the Tendering Authority.
- Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- We understand that you are not bound to accept the lowest or any bid you may receive.
- We agree to the terms & conditions mentioned in the Tender document & subsequent clarification issued in this respect.

Dated this _____ day of _____

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Contractor

No. of correction

Dy. Commissioner

ANNEXURE – 2

BIDDER'S POWER OF ATTORNY

To,

Mira Bhaindar Municipal Corporation

< Bidder's Name> _____, < Designation> _____ is
hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference <
Tender No. & Date> _____. He is also authorized to attend meetings & submit technical
& commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory.

<Supplier's Name>

Seal

ANNEXURE-3

Proforma of Performance Security Form.

IN CONSIDERATION of the Mira Bhaindar Municipal Corporation through the Commissioner, MBMC, (hereinafter referred to as "the MBMC") having decided to entrust to M/s. _____ (hereinafter referred to as the "the agent") for **Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system** (hereinafter referred to as the "said work") on the terms and conditions of the Agreement dated the _____ day of _____ 2021 executed between the Commissioner, Mira Bhaindar Municipal Corporation, Bhaindar on the one part and the Agent on the other part (hereinafter referred to as "the said Agreement") and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of offer, true and complete copies of the offer submitted by the Agent, the said Acceptance of offer and the said Agreements are annexed hereto. The Agent has agreed to furnish to the MBMC; Guarantee of the Nationalized/Scheduled Bank for the sum of Rs. _____ (Amount in Words and Figures) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said agreement, _____ Bank Registered in India under _____ Act and having one of our Local Office at _____ do hereby guarantee to the MBMC.

(i) Due performance and observances by the Agent of the terms covenants and conditions on the part of the Agent contained in the said Agreement, AND

(ii) Due and punctual payment by the Agent to the MBMC of all sums of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to the MBMC by or from the Agent by reason of or in consequence of any breach, non performance or default on the part of the Agent of the terms covenants and conditions under or in respect of the said Agreement.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to the MBMC on demand without delay demur the said sum of Rs. _____ (Rupees _____ only) together with interest thereon at the rate prescribed under section 9B of the said Act from the date of demand till payment or such lesser sum, as may be demanded by the MBMC from us as and by way of indemnity on account of any loss or damage caused to or suffered by the MBMC by reason of any breach, non-performance or default by the agent of the terms, covenants and conditions contained in the said agreement or in the due and punctual payment of the moneys payable by the Agent to the MBMC there under and notwithstanding any dispute or disputes raised by the Agent in any suit or proceeding filed before the Commissioner, Mira Bhaindar Municipal Corporation, Bhaindar relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that -

(a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the claims of the MBMC are fully paid under or by virtue of the said agreement and its claims satisfied or discharged and till the MBMC certifies that the terms and conditions of the said agreement have fully and properly carried out by the Agent.

(b) We shall not be discharged or released from liability under this Guarantee by reason of -

- (i) Any charge in the Constitution of the Bank or
- (ii) Any arrangement entered into between the MBMC and the Agent with or without our consent;
- (iii) Any forbearance or indulgence shown to the Agent;
- (iv) Any variation in the terms, covenants or conditions contained in the said Agreement;
- (v) Any time given to the Agent, OR
- (vi) Any other conditions or circumstances under which in a law a surety would be discharged.

Contractor

No. of correction

Dy. Commissioner

(c) Our liability hereunder shall be joint and several with that of the Agent as if we were the principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only).

(d) We shall not revoke this guarantee during its currency except with the previous consent of the MBMC in writing; Provided always that notwithstanding anything herein contained our liability under this guarantee shall be limited to the sum of Rs. _____ (Rupees _____ only) and shall remain in force until the MBMC certified that the terms and conditions of the said agreement have been fully and properly carried out by the Agent.

(e) Bank hereby agrees and covenants that if at any stage default is made in payment of any installment or any portion thereof due to the MBMC under the said Agreement or if the Agent fails to perform the said Agreement or default shall be made in fulfilling any of the terms and conditions contained in the said agreement by the Agent, the Bank shall pay to the MBMC on demand with any demur, such sum as may be demanded, not exceeding Rs. _____ (Rupees _____ only) and that the Bank will indemnify and keep the MBMC indemnified against all the losses pursuant to the said agreement and default on the part of the Agent. The decision of the MBMC that the default has been committed by the agent, shall be conclusive and final and shall be binding on the Bank/Guarantor.

Similarly, the decision of the MBMC as regards the amount due and payable by the Agent shall be final and concluding and binding on the Bank/Guarantor.

(f) The MBMC shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said agreement or any terms thereof or grant any extension of time or any facility or indulgence to the agent and Guarantee shall not be released by reason of any time facility or indulgence being given to the Agent or any forbearance act or omission on the part of the MBMC or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all surety ship and other right which it might otherwise be entitled to enforce.

(g) That the absence of informality or powers on the part of the agent or the MBMC to enter into or execute the said agreement or any irregularity in the exercise of such power or invalidity of the said agreement for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,

1)

2)

Being respectively the Director and Secretary of the Company, who in token thereof, have hereto set their respective hands in the presence of –

1)

2)

ANNEXURE-4

Declaration Certificate

Date:

Ref: _____

To,

Mira Bhaindar Municipal Corporation

I/We _____ (hereinafter referred to as the Tenderer) being desirous of tendering for the work under this Tender & having fully understood the nature /Scope of work & having carefully noted all the Terms & conditions etc. as mentioned in Tender document, do hereby declare that –

1. The Tenderer is fully aware of all requirements of the Tender document & agrees with all provisions of the tender document
2. The Tenderer is fully aware that his conditions will not be accepted. The Tender either be accepted without accepting this conditions or rejected summarily at the discretion of Commissioner, MBMC.
3. The Tenderer is capable of executing & completing the work as required in the Tender.
4. The Tenderer is accepting all risks & responsibilities directly OR indirectly connected with performance of the Tender.
5. Tenderer shall no collusion with other contractors, any employee of MBMC or with any other person or firm in preparation of the Bid.
6. Tenderer has not been influence by any statement or promises of MBMC or any of its employee but only by the Tender document.
7. Tenderer is financially solvent & sound to execute the tendered work.
8. The Tenderer is sufficiently experienced & competent to perform the contract to the satisfaction of MBMC.
9. The Tenderer is not blacklisted in any of the government/semi government organization.
10. The Tenderer is familiar with and abide by all general & special laws, acts, ordinances, General Resolutions, Government Decisions, rules & regulation of the Municipal, District, State & Central Govt. that may affect the work time to time, its performance or personal employed therein. The Tenderer will not have any objection, claim, escalation in such cases.
11. Any recovery if pointed out by the audit of MBMC in audit report will be made good by tenderer without any hesitation & moving to court of law.
12. All material supplied & workmanship will be as per tender specifications in force. The method of installation shall be as per the provisions of Govt. approved rules in force, MBMC guidelines & under the supervision of IT Department.
13. The Commissioner, MBMC will have control & supervision over the work of the Tenderer. In the interest of the project and citizens; The Commissioner, MBMC may appoint additional agency to cope with the demand And Tenderer will not have any objection, claim in such cases.
14. The information & the statements submitted with the tender are true.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

Contractor

No. of correction

Dy. Commissioner

ANNEXURE-5

Self-Declaration

Ref: _____

Date: _____

To,
Mira Bhaindar Municipal Corporation

In response to the tender No. _____ dt. _____ Of
Ref. _____ as a owner/partner/Director of
_____ I / We hereby declare that our Agency
_____ is having unblemished past record and was not declare ineligible for corrupt &
fraudulent practices either indefinitely or for a particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

Contractor

No. of correction

Dy. Commissioner

ANNEXURE-6

Draft

CONTRACT FORM (CF)

AGREEMENT

This Agreement is made on _____ between Mira Bhaindar Municipal Corporation, a body Corporate under the B.P.M.C. Act, 1949, represented by Dy. Commissioner, (which expression shall unless context does not admit include his successors and assigns in office) of the FIRST PART and M/s. _____ which expression shall where context so admit include his heirs, executors, administrators, and representative) hereinafter called as the Contractor of the OTHER PART

MEMORANDUM

Sr. No	Particulars	Description
1	Name of Work	Mobile App for addressing issues in the city and integrate with Budget and Geo Tracking system
2	Accepted Value	
3	Time Limit	1 Month

The above-mentioned work is accepted vide standing committee resolution no. _____ dated: _____ and communicated to contractor vide this office letter No. _____ dated _____.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. Whereas Corporation had invited a tender for Development, Installation, Customization of software to Establishment dept. of MBMC.
2. The successful bidder is M/s. _____
3. And whereas the Hon. Commissioner on behalf of Corporation has accepted the offer being technically sound and beneficial to Corporation on _____.
4. And whereas the Mira Bhaindar Municipal Corporation has given the acceptances cum work order vide letter No. _____ dated _____ to the Contractor i.e. Party of other part.
5. Now therefore the parties have consent with each other to observe and perform the following that is to say.
6. The Work shall be performed within the limits of Mira Bhaindar Municipal Corporation.
7. In pursuance of this agreement the contractor agrees to carry out the entire tender work as per scope of work given below,

8. Scope of work relating to Software

Contractor

No. of correction

Dy. Commissioner

Scope of work as detailed in the Tender Document

9. It will be the responsibility of Mira Bhaindar Municipal Corporation to give the timely approval to the work submitted by the contractor.
10. As per the tender offer and the offer passed by the Municipal Corporation, the rates for this work are as follows.

Sr. No.	Name of Work	Quote Amount In Rs.
1.	Mobile App development	
2	Web development for review and Sanction	
3	Integration of software with budget & Geo tracking system	
4	Hosting & data storage	
Total		

11. The quantity may vary and the Rates shall be inclusive of all taxes and duties, PF, Labour Liabilities on behalf of the bidder in accordance and in all respect as per the Terms of Reference and special conditions prescribed other than GST. GST to be charged at the prevailing rate at time of billing

12. The work is to be started in all respects within 45 days.

13. That the Contractor will abide by general, special law, acts, ordinances rules & regulations of the Corporation, District, State & Central Govt. that may effect the work & its performance.

14. All other terms and conditions will be as per the tender document.

That this agreement is entered into between the Contractor and the Corporation with the will and pleasure of the Contractor.

IN WITNESS THERE OF, the parties here to have set their hands to this agreement as on the day mentioned hereto signed respectively appearing under their signatures.

Dy. Commissioner
Mira Bhaindar Municipal Corporation
Bhaindar

Signature of S/c. members

1]

2]

Contractor

No. of correction

Dy. Commissioner