

MIRA BHAYANDAR MUNICIPAL CORPORATION

Tender Notice

On line Tenders are invited by Mira Bhayandar Municipal Corporation for the following work from experienced and registered bidders. Blank Tender forms are available on Website https://www.mbmc.gov.in from 07/01/2022 to 14/01/2022. Tenders shall be accepted on up to 14/01/2022 at 1.00 PM. All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected. If possible, Tender shall be opened on 17/01/2022 at 1.00 PM. in the presence of bidder or their authorized representatives.

The Detailed Program of the E-Tender procedure is as follows

Blank Tender Form	Rs 3,200/-+ Rs.576/ (18% GST) = Rs.3,776/-
Earnest Money Deposit	Rs 16,000/-
Tender Publication Date & Time	Date 07/01/2022
	Time 11.00 AM
Online Availability of Tender to download	From 07/01/2022,11.00
·	AM To 14/01/2022,01.00 PM
Offline Payment of Form Fee & EMD	From 07/01/2022 at11.00 AM To
	13/01/2022, 03.00 PM (Excluding
	State Government Holiday)
Tender &other relevant documents	From 07/01/2022 at 11.00 AM
	To 14/01/2022 , 01.00 PM
Bid opening Date & Time	On 17/01/2022 at 01.15PM
Bid Opening Place	Mira Bhayandar Municipal Corporation
	Indira Gandhi Bhawan, Chhatrapati Shivaji
	Maharaj Marg, Bhayandar West, Mira
	Bhayandar, Maharashtra 401101.

This tender is online published on www.mbmc.gov.in

The amount for EMD & BTC should be submitted as per Tendering Procedure as given below and online receipt for the same should be submitted with the tender document along with technical bid.

Instructions about payment of EMD and TC:

EMD & TC fees shall be payable through one of the following modes **ONLY**:

TWO BID SYSTEM

Offers (Technical Specification & Commercial) must be submitted giving full particulars online through tendering process on or before 16:00 Hrs dated 14/01/2022 till 1.00 PM.

The amount for tender form fee & earnest money to submit as per Tendering Procedure and receipt for the same should be uploaded with the tender document along with technical bid. EMD & Cost of Blank Tender shall be payable through following mode ONLY:

- EMD by Pay Order
- TC fees by Cash

ENVELOPE-I (Technical Offer):

Should contain all the technical specification/Boucher quoted along with all the information asked in the TENDER document which shall be used to consider Technical Qualification of the Bidder. This Envelope should **not** contain any price information.

ENVELOPE-II (Commercial Offer):

The Commercial Offer should be in format given in Annexure - E.

Contact Details

Address of Communication: -

Hon. Dy. Municipal Commissioner Indira Gandhi Bhawan, Chhatrapati Shivaji Maharaj Marg, Mira Bhayandar, Maharashtra 401101

Address of Contact Person: -

Mira Bhayandar Municipal Corporation Indira Gandhi Bhawan, Chhatrapati Shivaji Maharaj Marg, Mira Bhayandar, Maharashtra 401101

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

In this tender document and associated documentation, the following terms shall be Interpreted as indicated below:

- a) "BIDDER" means Software Services Company.
- b) "Eligible Bidder" means BIDDER satisfying qualifying criteria.
- c) "Eligible Partner" means eligible partner of eligible BIDDER satisfying qualifying criteria.
- d) "Authorized Partner" means an eligible partner authorized by the BIDDER to participate in the tender.
- e) "The Purchaser" means Mira Bhayandar Municipal Corporation.
- f) "The Bidder" means the eligible BIDDER or eligible authorized partner who bids or offers the Software Product and services against this tender.
- g) "The Vendor" means the successful bidder with whom the Purchaser enters into an agreement for Software Service supply.
- h) "The Contract" means an agreement entered into by the Purchaser with BIDDER and the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- i) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations;
- j) "The Software" means software, which the Vendor required to supply & service to the Indenter under the Contract;
- k) "Services" means maintenance of Software, such as installation, commissioning, provision of technical assistance, training, testing and other obligations of the Vendor covered under the Contract;
- I) "Consignee" means the officer authorized by the MBMC;
- m) "Noncompliance" means failure/refusal to comply the terms and conditions of the tender;
- n) "Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD.
- o) "Testing" means testing of the equipment's exclusively from ETDC (Electronics Test and Development Centre). Report to this effect needs to be attached in technical envelope.
- p) "Registered" Means Company registered under Indian companies Act 1956 or firm registered under Partnership Act.

SCOPE OF WORK

As per the provisional reports of Census India, the population of Mira Bhayandar in 2011 is 8,09,378 (8.09 Lakhs) of which the male population is 4,29,260 and the female population is 3,80,118.

Mira Bhayandar Municipal Corporation has various projects (Civil, Finances, PWD, Health etc.) across the city and wishes to use the latest technology solutions in those projects. To fulfil its aim, **Mira Bhayandar** Municipal Corporation seeks to have professional agency that will Building procedures for a specialized facility administration, where the institute can maintain all facts, figures and statistics of all suffering people are treated and administration can view and figure out all facts. at **Mira Bhayandar** Municipal Corporation.

Responsibility of Agency

- 1. The responsibility of agency is to create a web-based software for covid-19 bed management as per corporation need.
- 2. The Agency should create a centralized solutions for bed allocation of covid patients having each process of admitting a covid19 positive patient from home to hospital or from one hospital to another.
- 3. The Agency will have to design and develop portal while considering the use of latest Technology, Security Measure and Feasibility etc.
- 4. The implementation agency shall also provide proficient resources having expertise in hands on training, project coordination, documentation, data collection and project implementation as a whole.
- 5. The design and development of portal should have flexibility to incorporate the ongoing and future requirements of MBMC.
- 6. URL of portal should be very simple and user friendly in such a way that hospital staff can also use it and achieve the purpose of portal.
- 7. The Agency should have experience in managing of software's and web-based projects in Government Department.
- 8. To carry out technical evaluation of the bid & to prepare a detailed Technical Evaluation report.
- 9. All require domain name list must be prepared by agency.
- 10. Software Security and all work regarding portal should be managed by agency.
- 11. Data Base security and Support will be the responsibility of agency.
- 12. Agency will take care of the maintenance of the system and give update to Concern Department.
- 13. To coordinate with doctors of various hospital in case of any query.
- 14. To give necessary training to hospital's (data operator) to use and maintain their hospital record in the portal.
- 15. To generate separate ID and password for various hospitals and CCC for their individual updating in portal.
- 16. To manage portal and make every hospital update the bed occupancy on daily basis.
- 17. The agency will provide Project Manager as a single point of contact person who would be directly aligned with the concern person of MBMC.

Technical Qualification Criteria for Bidders

Condition-1: Tenders should contain technical information such as

- Submission of tender form fee & EMD amount to be paid by offline system Tender Form Fee by Cash and EMD by Pay Order
- Copy of PAN Card along with Income Tax Returns filed for the financial year 2018-19, 2019-2020 & 2020-2021.
- Copy of EPF registration certificate with proof of up to last 6 months payment.
- Copy of valid ESIC registration certificate with up to last 6 months payment.
- Copy of GST registration certificate.
- The bidders should have turnover of Rs. one crore for each of the last three financial years i.e., 2018-19, 2019-2020 & 2020-2021. The tenderer shall submit valid CA authorization on CA letter head.
- The bidder must have MSME registration.
- The bidder should be registered under Companies Act, 1956 / partnership / proprietorship / LLP.
- Any consortium, joint venture or outsourcing, subletting of job is not allowed for the bidders. In case found otherwise, their bid is liable to be rejected.
- Bidder should have ISO 9001:2015 or higher Certificate.
- Bidder should have Professional Tax (PT) registration certificate.
- Bidder should have experience in software development and implementation of at least 3 orders in Government Organization at Mumbai Metropolitan Region in and for covid pandemic.
- Bidder should have experience of at least one similar project in government organization at Mumbai Metropolitan Region in and for covid pandemic.
- Bidder should have five government projects experience of which at least 3 orders having work completion letter for providing technical & support staff or data entry operators at Mumbai Metropolitan Region in and for covid pandemic.
- The bidder should not be black listed by any Govt. Organization. Self-attested certificate to be enclosed.

Condition-2 Non-Transferable Tender

This tender document is not transferable. Only the party who has purchased this tenderform shall be entitled to quote and the bidder should not be a firm having any join venture to it.

Condition-3 Offer validity period

The tender offer must be valid till 120 days from the date of opening of the tender. Anyoffer

Condition-4 Late tender offers

Mira Bhayandar Municipal Corporation will not receive any tender offer offline.

Condition- 5 Commercial bid and format for Commercial offer

FOLDER II: The price schedule must be filled in completely, without any errors, erasures or alterations. The commercial bid will be opened only after the evaluation of the technical bid. The offers containing erasures or alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up the technical details by using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Mira Bhayandar Municipal Corporation maytreat offers not adhering to these guidelines as unacceptable.

Condition-7 Earnest Money Deposit

The EMD payment to be done by Pay Order to the A/c of Mira Bhayandar Municipal Corporation. The Earnest Money Deposit is non-interest bearing and is refundable to the unsuccessfultenderer. The successful Tenderer's EMD will be discharged upon the tenderer executing the contract and furnishing the performance security.

The EMD may be forfeited:

If a tenderer withdraws his tender during the period of bid validity; or in case of successful tenderer, if the tenderer fails. To sign the contract in accordance with terms and conditions to furnish performance security as specified in terms and conditions.

Condition-8 Clarification of offers

To assist in the scrutiny, evaluation and comparison of offers, Mira Bhayandar Municipal Corporation may, at his discretion, ask some or all Tenderer's for technical clarification of their offer. The request for such clarifications and the response shall be in writing only. To speed up the tender process, Mira Bhayandar Municipal Corporation at his discretion may ask for any technical clarification to be submitted by means of facsimile by the tenderer. In such cases, original copies of the documents describing the technical clarifications must be sent to Mira Bhayandar Municipal Corporation by means of courier/in person.

Condition-9 Inclusion of all other charges

The rate quoted should be inclusive of all other taxes and such as excluding of GST charges. (It is binding on the tenderer to execute the job entrusted to him by Mira Bhayandar Municipal Corporation in a time bound manner at a place, date, time to be decided by Mira Bhayandar Municipal Corporation at the rate quoted by the Tendered and accepted by Mira Bhayandar Municipal Corporation).

Condition-10

The person/persons whose tender may be accepted shall (hereinafter called the "Contractor" which expression shall unless excluded by or repugnant to the context) be deemed to include his heirs, executors, administrators and his assignees.

Condition -11

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the specifications, standards and instructions in writing relating to the work assigned by Mira Bhayandar Municipal Corporation issued from time to time during the execution of the work.

Condition -12

Mira Bhayandar Municipal Corporation shall have power to make any alteration in or addition to the original specifications, standards, and instructions that may appear to him to be necessary, the contractor shall be bound to carry out the work in accordance with such instructions in this connection which may be given to him in writing signed by Mira Bhayandar Municipal Corporation and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates asare specified in the tender for the main work.

Condition -13

If at any time after the execution of the contract Mira Bhayandar Municipal Corporation shall for any reason whatsoever (other than default on the part of the contractor for which Mira Bhayandar Municipal Corporation is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole part of the work should not be carried out at all, he shall give tothe contractor a notice in writing to that effect and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required thereon. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment in work.

Condition -14

All works under or in course of execution or executed in pursuance of the contract shall at all times be open for the inspection and supervision of Mira Bhayandar Municipal Corporation and his subordinates.

Condition -15

The contractor shall not assign or sublet the work without the written approval of Mira Bhayandar Municipal Corporation. And if the contractor assigns or sublets his contract, or attempt to do so or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise, is either directly or indirectly given, promised or offered by the contractor or any of his servants or agents to any way relating to his office or employment, or if any such officer or person becomes in any way directly or indirectly interested in the contract, Mira Bhayandar Municipal Corporation may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government.

Condition -16

The successful Tenderer shall have to execute an Agreement in the form to be prescribed by Government. The Agreement shall be executed at such time and place to be decided by Mira Bhayandar Municipal Corporation. All the tender documents shall form part and parcel of this Agreement.

Condition -17 Legal Jurisdiction

All legal disputes are subject to the jurisdiction at Maharashtra courts only.

Condition-18

Mira Bhayandar Municipal Corporation reserves right to reject or accept any or all tenders without assigning any reasons therefore. He also reserves the right to accept any tender in whole or in part or reject any tender or all the tenders and to divide the order between two or more tenderer's without assigning any reasons thereof. The decision of Mira Bhayandar Municipal Corporation shall be final and binding on the tenderer(s) in respect of this tender.

Condition-19 non-disclosure

The Vendor has no right to keep the data with him after completion of the work. The data entry operator shall have no right to do any data entry.

Condition - 20

The Contract duration will be one year from the date of final order of award of contract.

Condition – 21 AWARD CRITERIA

The L1 price of the bidder will be considered to award the contract.

Condition – 22 TENDER OPENING AND METHOD OF EVALUATION

The technical bids will be opened before the committee/authorities in presence of the bidders and the same will be evaluated as per the given qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee/authorities in presence of the concerned bidders. Decision of the committee/authorities will be final.

Condition – 23 PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence. The MBMC will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the qualifying criteria. In no circumstances any deviation in specifications, eligibility criteria will be allowed.

Condition – 24 CLARIFICATIONS OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned (in written clarification or additional documents whichever required) therein and the same may be sent through email, fax. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

Condition - 25 PRICE COMPARISONS

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Bidders. After opening Commercial Offers of the short-listed Bidders, they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

Condition – 26 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason there for. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

Condition – 27 Secutiry Audit of the Application

It is responsibility of Vendor to do Security Audit of Application and related Mobile App. By Govt. Panel Agency at his cost.

Sign & seal of the Tenderer