

**GOVERNMENT OF MIZORAM
DIRECTORATE OF SOCIAL WELFARE**

Tender Format

Name of the Tenderer : _____

Address : _____

Amount of Deposit at Call with number and date : _____

VAT No. : _____

To

The Director
Social Welfare Department
Government of Mizoram

Sir,

I _____ from
M/s _____ hereby submitted my
tender for supply of the following materials along with samples of each as detailed
below for approval :-

Sl. No.	Description of Item	Net Rate for destination (inclusive of all taxes)

No.B.13018/1/2013-DTE(SW)
GOVERNMENT OF MIZORAM
DIRECTORATE OF SOCIAL WELFARE

Dated Aizawl, 2nd November, 2017

NOTICE INVITING TENDER

For and on behalf of the Governor of Mizoram Tenders are invited on the prescribed format by the Director, Social Welfare Department from interested IT Firms registered under the Government of Mizoram preferably functioning/ operating in Aizawl for development of software for 181 – Universal Women Helpline at Aizawl, Mizoram.

Tenders will be two bid system consisting of “Technical Bid” and “Financial Bid”. The Technical Bids shall be opened first and evaluated and the Financial Bids of only those bidders whose technical bids are found qualified after evaluation will be opened.

The tenders complete in all respect should reach the Office of Directorate of Social Welfare Department on or before **1st December, 2017** upto **3:00 PM**. The tenders will be opened on the same day or any other subsequent day convenient to the undersigned in the presence of such tenderers who may like to be present on the spot.

The tenders documents containing detailed terms and conditions alongwith tender format can be had from the Office of Directorate of Social Welfare Department, against a cash payment of Rs 100/- on any working day or the same can be downloaded from our website socialwelfare.mizoram.gov.in in which case the cost of tender has to be paid in the form of Demand Draft (DD) drawn at any Schedule bank in favour of Director, Social Welfare Department and must be enclosed alongwith the offer.

Tenders without earnest money of stipulated amount, samples, tender cost or not filled as per terms and conditions of tender or received late shall be outrightly rejected.

Sd/- LALDIKKIMI

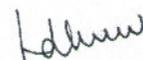
Director,
Social Welfare Department,
Mizoram, Aizawl.

Memo No.B.13018/1/2013-DTE(SW)

: Dated Aizawl, the 2nd November, 2017.

Copy to:-

1. P.S. to Hon'ble Minister, Social Welfare Department for favour of information.
2. Commissioner & Secretary, Social Welfare Department for information.
3. Director, I & PR for information and for publication in Vanglaini, Aizawl Post and Zozam Times for 3 (three) consecutive days. Twenty spare copies are attached herewith.



Director,
Social Welfare Department,
Mizoram, Aizawl.

TERM OF REFERENCES

1. Introduction:

1.1. The Govt. of Mizoram represented by the Secretary to the Govt. of Mizoram, Social Welfare Department proposed and developed software for Universal Women Helpline in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

1.2 The Social Welfare Department has decided to execute the project on Design, Develop, test, implement, operate and maintain for 1 year after full installation basis to facilitate timely initiation of the project and avoid delays in execution and ensure completion of the project, as per approved designs, within the approved project cost and has decided to carry out bidding process from amongst the IT Firms registered under the Government of Mizoram preferably functioning/ operating in Aizawl, Mizoram for selection of a private entity as the Bidder to whom the preparation of Detailed Project Report and execution of software development may be awarded.

2. Terms of Reference

2.1 Project Profile Background

2.1.1 The Ministry of Women & Child Development, Govt. of India has launched a scheme for Women Helpline 181 for women in distress which is intended to support women affected by violence, in private and public places, within the family, community and at the workplace. The Scheme of Universal Women Helpline is intended to provide 24 hours immediate and emergency response to women affected by violence through referral (linking with appropriate authority such as Police, One Stop Centre, and Hospital) and information about women related government schemes programs across the country through a single uniform number.

2.1.2 This Helpline is exclusively designed to support women in distress facing violence or threat of violence, both in private and public places, including in the family, community, workplace, and to provide information on schemes and programmes available for them. The Women Helpline will provide a 24 hour emergency response.

2.1.3 All existing emergency services and those that provide support to women would be integrated with this women helpline. Women Helpline (WHL) will provide integrated support and assistance to women affected by violence, both in private and public spaces. Women affected by violence and in need of redressal services will be referred to OSC through WHL.

2.1.4 All the state/ district/ city level helplines whether private or public would be integrated with this women helpline.

2.2 The objectives of the scheme are –

2.2.1 To provide toll-free 24-hours telecom service to women affected by violence seeking support and information.

2.2.2 To facilitate crisis and non-crisis intervention through referral to the appropriate agencies such as police/ Hospitals/ Ambulance services/ District Legal Service Authority (DLSA)/ Protection Officer (PO)/ OSC and any other protection Cell for women safety.

2.2.3 To provide information about the appropriate support services, government schemes and programmes available to the woman affected by violence, in her particular situation within the local area in which she resides or is employed.

2.2.4 To provide integrated support and assistance to women affected by violence, both in private and public places under one roof.

2.2.5 To facilitate immediate, emergency and non- emergency access to a range of services including medical, legal, psychological and counseling support under one roof to fight against any forms of violence against women.

2.2.6 To ensure the proper rehabilitation of the women affected by violence by doing regular follow- ups.

2.3 Location:

The location of the project will be at the premises of Universal Women Helpline Office, at M.G. Road, Upper Khatla, Aizawl, Mizoram.

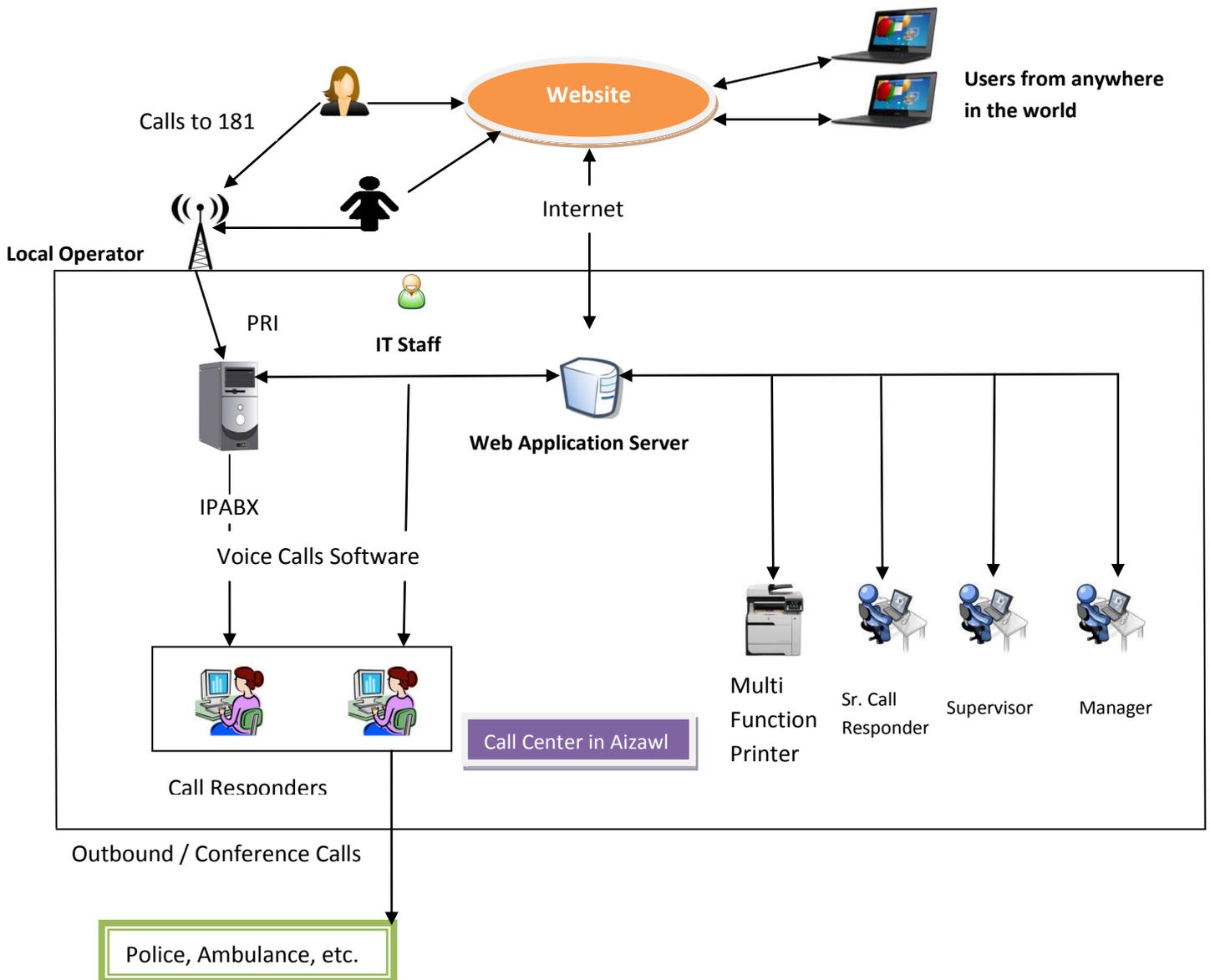
2.4 Duration:

The duration of the assignment will be not more than 6 (Six) months & 1 (One) year maintenance after implementation from the date of go live.

2.5 Deliverables

The following would constitute the key deliverables of the assignment:

- Establishment of the fully functional Call Centre with IPABX
- A web enabled well developed MIS system with the below features OpenSource Database
- Web application which can be deployed and accessed both locally and on the cloud
- User and Caller management system
- Response tracker, Call Logger and reporting capability
- IT Training and System Support
- Free On-Site Support within 48 hours for 1 year
- Regular reports on crisis intervention and cases solved
- Other monitoring mechanism desired by the Department
- Provide free training for all WHL staff on the utilization and functioning of the software.



2.6 Scope of Work

2.6.1 The Selected bidder shall design, develop, test, supply and manage the Software for Universal Women Helpline for a period of 1 year from the date of the system going “live and accepted by the department The broad details for all the components of the Project are given below:

- To provide toll-free 24-hours telecom service to women affected by violence seeking support and information.
- To facilitate crisis and non-crisis intervention through referral to the appropriate agencies such as Police/Hospitals/Ambulance services/District Legal Service Authority (DLSA)/Protection Officer (PO)/OSC.
- To provide information about the appropriate support services, government schemes and programmes available to the woman affected by violence, in her particular situation within the local area in which she resides or is employed.

2.7 Target Group

Any woman or girl facing violence within public or private sphere of life or seeking information about women related programmes or schemes.

2.8 Accessibility

The Women Helpline will be accessible 24 hours a day 7 days a week to any woman or girl suffering violence or in distress in the following manner:

- a. Telephone - landlines, mobile phones through calls, and fax messages;
- b. Internet - emails, web-posts, web-interface, etc.

2.9 MIS

A web enabled Management Information System (MIS) would be developed to provide a user friendly and easily accessible one single portal giving due regard to the confidentiality of women affected by violence. When an aggrieved woman approaches the WHL her personal and case details will be fed into this system as per the prescribed format and a Unique ID Number would be generated through which the case would be followed by the authorities from district to central level.

This system would also be used to access accurate information about the network of institutions and resources available and able to provide medical, legal, shelter support to women.

Furthermore, this software will be utilised to provide information about all the schemes and programmes run by Central/State Government Administration for the empowerment of women and girls. In case, a woman places a call to inquire about the same, she will be provided with requisite information and guided through the process required for accessing these schemes and programmes.

2.10 Change in Scope of Work

- a) The Department may at any time, give written order to the selected Bidder to make changes for additional functionalities specifically required, but not falling within the general scope of this document. If any such change causes an increase in the cost of, or the time required for, the selected Bidder's performance of any provisions under the Contract, the selected Bidder should notify Department in terms of the person month efforts required for executing the change requests, Department will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges quoted as a part of the commercial bid.
- b) Any claims by the selected Bidder for adjustment under this clause must be asserted within 6 working days from the date of the selected Bidder's receipt of the Department change order.

2.11 Guidelines for work related to hardware, network equipment's and off the shelf software

The Selected Firm should Procure, Supply, Install Commission, Configure, Test, Integrate, Manage and Support the Hardware and Networking Equipments and off the shelf software as per the time frame stipulated by the Department given in the subsequent section(s) that meets or exceeds the requirements / guidelines stipulated in this RFP.

2.12 Documentation

2.12.1 The Selected Firm shall prepare all necessary documentation for the project, and provide them to department or its designated Consultant for review, approval, record, reference etc as mentioned in this RFP. Some of the documents (but not limited to) to be provided include –

- a. During installation and post installation, the Selected Firm shall provide the Built/customized documentation to department. The documentation should consist of all the configuration details, diagrams, test plans, administration manuals, setup guides etc.
- b. Detailed manuals for each appropriate unit of the supplied equipment and services.
- c. The training manuals and administration manuals.
- d. Any other document(s) deemed necessary for implementation, operation and maintenance of the hardware and network equipments and the overall system.

2.13 Software Licenses

2.13.1 The software licenses shall be transferred to Director, Social Welfare Department.

2.14 Maintenance

2.14.1 The Selected Firm should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipments required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.

2.15 Training of Users

2.15.1 Prepare and organize training programs to facilitate the user departments in the efficient usage of the whole system.

2.15.2 The Selected Firm shall provide training to system users to efficiently use the system. The staff thus trained would subsequently train the other staff as required.

2.15.3 The Selected Firm shall provide IT training as per following proposed training plan. Based on the roles and responsibilities of the department staff, call center attendants and managers at various levels.

2.15.4 A detailed training schedule, including the dates, areas to be covered, time and the training literature (to be supplied to department) at various stages of the cycle and feedback for effectiveness will be agreed to by both parties (The Department and the Selected Firm) during the performance of the Contract.

2.16 List of Deliverables to be submitted

The list of deliverables (but not limited to) from the successful bidder include:

- a) Hardware Equipment
 - i. Call centre solution
 - ii. Servers
 - iii. Desktop Computers
 - iv. Any other equipment required
- b) Training Manuals and literature
- c) MIS Software with the source code and manual for customization
- d) Systems Administration Manuals
- e) User manuals
- f) Installation Manuals
- g) Operational Manuals
- h) Maintenance Manuals
- i) Periodic Status and Review Reports
- j) Internal Review and testing documents of the Agency.

2.17 List Of Required Hardware, Software And Networking Equipment:

S/N	ITEM	SPECIFICATION	NO OF UNITS
1	Server	Dell PoweredEdge T430, Intel® Xeon®ES-2609v4, 16GB DDR4 RAM, 3TB SATA HDD	1
2	Full Set Desktops	i3, 6TH Gen, 18" Monitor	6
3	VOIP Gateway	Unlocked LINKSYS PAP2T VOIP PSTN Phone Adapter with 2x Phone Ports	1
4	Network Switch	16 Port Gigabit Switch + Wall mounting	1
5	Cat 6 cable	Rs 25 per metre	
6	Server UPS	APC UPS Model: BR1000G-IN 1KVA Battery Backup	1
7	Headphone	(Over the head) headset with integrated microphone from a reputed company	6
8	Multi Function Printer	Laser Printer/ Scanner/ Copier/ Fax with Network Capability (Ethernet) (Scanner Maximum Size: 29.69 x 43.18 cm)	1
9	Pendrive	16 GB USB 3.0	6
10	Web Cameras HD	5MP with inbuilt mic	2
11	Modem	G-703 MROTEK RAD ASMI 52 (2 MBPS LEASED LINE MODEM)	1
12	5 Kva Generator	5Kva DG Set	1
13	IP Based Call Center Solution with EPABX server	<ul style="list-style-type: none"> a) 1 PRI with 30 lines . b) The EPABX Server should be configured with the PRI interface interface card c) The management platform must provide a Web-based Graphical User Interface (GUI) configuration tool d) The system should be able to record and print out on a printer all calls data on a realtime basis. e) The system shall be able to generate reports automatically on a regular basis and on request. The content of the reports shall be:- a) Extension numbers b) Number dialed c) Date & Time d) Duration e) Cost f) Extension outgoing calls g) Incoming calls h) Extension to extension calls i) Incoming calls to operators. j) Lost calls at operators 	1
14	Telephony Cards	SANGOMA A101 Digital telephony Card Asterisk Card PRI Cards 1 Port without echo	1

2.18 Post acceptance support

2.18.1 From the day when the system goes “live”, the Selected Firm must provide expert personnel at state level (if required, states may decide for other details like

specific locations or departments) for a period of one (1) year on a full time basis for providing post Acceptance support to the implemented system.

2.18.2 At the end of 1 year, The Department will have the option of extending the Post Acceptance support for any further periods, if the need arises so.

2.19 System Hand-Over on completion of contract period

2.19.1 The Selected Firm shall transfer all the assets including all its components of software, hardware etc. to Department at the end of contract period at no additional cost to the department as per the exit plan.

2.20 Service Level Requirements

The purpose of this Service Level Requirements (hereinafter referred to as SLR) is to clearly define the levels of service which shall be provided by the Selected Firm to the Department for the duration of this contract.

The SLR has been logically segregated in the following categories:

a) Deployment SLR - If the firm fails to complete the assignment, on or before the due date of completion as mentioned in the work order, they will be charged with a penalty @ 1% (of the total cost of assignment) per week. The total penalty will not exceed the total amount of the Security Deposit after which the contract will be terminated and Security Deposit will be forfeited.

b) Technical SLR – SLR applicable and must be complied by demonstration at the time of acceptance of the project.

Considering the criticality of the call center operations, technical support should be made available in the call center within 24 hours of reporting any technical issue via email, phone etc and maintenance personal should be available physically on site within 48 hours.

2.21 Project Management Review

The progress of project would be reviewed at regular intervals by the nodal agency. Selected Firm should send weekly progress reports & Monthly Status reports to the department. Selected Firm has to obtain necessary concurrence from Social Welfare Department.

2.22 Acceptance Criteria

2.21.1 The Acceptance Test shall include unit test of each and every function and facility of the call centre solution and related components.

2.21.2 The Acceptance Test shall include checks for all cross-functional and inter-service requirements.

Acceptance of the system shall be based on the integrated performance of Hardware, Software and Networking.

2.23 Scope of work: The scope of work to be performed by selected firm will include (but is not limited to) the following tasks:

a) i) The Agency shall prepare Detailed Project Report (DPR) of the project within 30 days from the date of issue of LOA after getting the design concept and broad specifications duly approved by the Director, SWD.

ii) The preparation of DPR shall be undertaken based on requisite study of Clause 2.1 to 2.23 and approved amount of the department. It should incorporate standard architectural software designs, latest specification and instructions issued by the Department from time to time.

iii) The Firm shall incorporate all necessary changes in the DPR as may be suggested by the Department subsequently.

b) The Firm shall also get the work executed in accordance with the technical sanction and drawings, design and specification in the approved DPR and ensure completion of the project within the project cost and project period as specified in the Contract Document.

c) The Firm shall render all required support to the Department for the completion of the project.

3. Information to Bidders

3.1 **Brief Description of Bidding Process:-** The Social Welfare Department has adopted Technical and Financial Bidding process for selection of the Bidder for award of the Project to the IT Firms registered under the Government of Mizoram preferably functioning/ operating in Aizawl, Mizoram. The applicant must satisfy themselves that they are qualified to bid and should give an understanding to this effect.

3.2 Schedule of the bidding process:-

<u>Event description</u>	<u>Date</u>
1. Last date of submission of bids	15.00 Hrs 1 st December, 2017)
2. Opening of bids	(Same date as Sl. No.1 at 3pm)
3. Letter of Award	Within 14 days from Sl.No.1
4. Signing of Contract Agreement	Within 7 days of LOA
5. Name and address of contact person: Mrs. Laldikkimi Director Social Welfare Department Chaltlang, Aizawl, Mizoram Ph. No. 2340923	

4. General Terms of Bidding

4.1 The following details are to be furnished that will form a part of the Bid documents:

a) Name and year of establishment of the Firm.

b) General Profile of the firm indicating core competence and area of specialization and services rendered in the field of Software Development and Implementation.

c) Value and size of the Software Development projects handled by the agency since its inception.

d) Number of Professional and technical staff with qualifications and experience of each staff.

e) Audited Financial Report of the firm for the last three years, indicating Turnover.

4.2 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The Director, SWD will evaluate only those Bids that are complete in all respects.

4.3 The bid and other documents shall be typed and signed by the authorized signatory of the Bidder.

4.4 The bid should be sealed in an envelope and shall clearly bear the following identification.

“Bid for Software Development of 181 – Universal Women Helpline to be located at Upper Khatla, Aizawl” and shall clearly indicate the name and address of the Bidder.

4.5 Each of the envelope shall be addressed to:

The Director,
Social Welfare Department,
Mizoram: Aizawl.

4.6 If the envelopes are not sealed and marked as instructed above, the Social Welfare Department assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent losses, if any, suffered by the Bidder.

4.7 Bid received by the Director, Social Welfare Department after the specified time on the Bid due shall not be eligible for consideration and shall be summarily regretted.

4.8 The Bidder shall be responsible for all the costs associated with the preparation of their bids and their participation in the Bidding process. The Department will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the Bidding process.

4.9 Bidder are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the condition and natures of the Universal Women Helpline functionalities and needs, applicable laws & regulation and any other matter considered relevant by them.

4.10 Notwithstanding anything contained in this Request for Proposal (RFP), the Director, SWD reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.

4.11 Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Department concerning the Bidding Process. The Social Welfare Department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Department or as may be required by law or in connection with any legal process.

5. Opening and Evaluation of Bids

5.1 The Department shall open the Bids at 15:00 hrs. on the Bid Due Date at the place specified in the presence of the Bidders who choose to attend.

5.2 The Department will subsequently examine and determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:

- a) It is received by the Bid due date including any extension thereof, if any.
- b) It is signed, sealed and marked as stipulated in clause 4.4
- c) It is accompanied by the Power of Attorney as specified in clause 4.3
- d) It contains all information (Complete in all respects) as requested in this RFP.
- e) It does not contain any condition or qualification.

5.3 The Director, Social Welfare Department reserves the right to reject any Bid which is non-responsive and no request for alternation, modification, substitution or withdrawal shall be entertained by the Department in respect of such Bids.

5.4 Subject to the provision of clause 4.10, the Bids adjudged as responsive in terms of clause 5.2 shall be evaluated by the State Level Consultancy Evaluation Committee (CEC).

The Bid will be evaluated on the basis of the following evaluation criteria.

Sl/No	Details
1	Experience of the firm in execution of deployment of Software development and implementation in the State.
2	Experience of assignments related to preparation of DPR for Software Development and Implementation.
3	Methodology, Work plan and understanding of ToR.
4	Suitability of Key Personnel for the assignment. a) Qualification b) Relevant Experience
5	Financial Strength of the Consultant. Turnover Figures for last 3 years.
6	Training of users – Approach & Methodology, to imparting effective user training and training plan.
7	Support and Maintenance Plan
8	Financial bid

5.5 After selection, a Letter of Award (“LOA”) shall be issued by the Department to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the issue of the LOA, acknowledge receipt of the same indicating therein its acceptance or otherwise of the LOA and the assignment.

5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Department and the Selected Bidder within the period prescribed in Clause 3.2 Sl.No. 4.

5.7 Any queries or request for additional information concerning this RFP shall be submitted in writing to the officer designated in Clause 4.5.

5.8 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Department makes official intimation of award to the Selected Bidder. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Director, Social Welfare Department on matters related to the Bids under consideration.

6. General Terms and Condition for Tender and Contract

Bidders should read these conditions carefully and comply strictly while sending their bids.

6.1 Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-

6.1.1 **Approval**—means approval in writing by the designated officer of the department.

6.1.2 **Contractor** – means the contractor or contractors or suppliers or agencies employed by the Selected Firm for the work or any connected work, including the Selected Firm itself in case any work is done directly by the Selected Firm.

6.1.3 **Department** – Means the Social Welfare Department, Government of Mizoram represented by Director, Social Welfare Department, Government of Mizoram and shall also include its administrators, executors and assignees.

6.1.4 **Agency** – also means Selected Firm appointed by the Department for execution of the works under the project as may be defined in the agreement.

6.1.5 **Agency Charges** – means the project executing charges payable to the Agency as a percentage of the actual cost.

6.1.6 **Letter of Award (LOA)** – as defined in Clause 5.5

6.1.7 **Project/Work** – means preparations of DPR, design and works pertaining to the “Software development of 181 – Universal Women Helpline”.

6.1.8 **Security Deposit**— Within 10 days of receipt of the letter of acceptance of LOA and before signing of agreement, the successful bidder shall deliver performance security deposit of 5% of the total estimate in the form of Bank Draft drawn in favour of Director of Social Welfare Dept. payable at Aizawl.

The performance security deposit of 5% shall be released as soon as completion certificate is issued by the Department.

The undersigned reserves the right to forfeit the whole or part of the Security Deposit for unsatisfactory execution of work or for breach of any terms and conditions laid down by the Government as per agreement bond signed.

6.1.9 Earnest Money Deposit (EMD) – Bidder should submit, alongwith their Bids, EMD of Rupees (2% of Quoted Amount) only in the form of a Demand Draft only in favor of The Director, Social Welfare Department, payable at Aizawl, valid for one month. EMD in any other form shall not be entertained. The original EMD should be made available on or before bid submission closing time to the Social Welfare Department, Aizawl.

6.2 General:

6.2.1 Subject to the provision of clause 6.2.4 below, the Successful Bidder shall be paid the actual Project cost for designing and implementing the entire project.

6.2.2 The cost of preparation of the DPR and the Agency charges shall be in-built in the Project cost estimation in the DPR.

6.2.3 All incidental charges including the work contract tax, service tax, VAT and any other tax or cess as applicable on the designing and execution of the project shall be incorporated as part of clause 6.2.2 above.

6.2.4 The Project Cost will include cost paid by the Department for the project Monitoring and Evaluation purposes.

6.3 Role and Responsibilities of the Selected Firm.

6.3.1 The Agency shall execute the works at approved cost as per approved technical designs and drawings.

6.3.2 The Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during and after completion of the project.

6.3.3 The Department as mentioned in 6.8.1 can inspect and check the software development from time to time to see that the system are being developed as per designs and specifications. If any defects are found or deviation from the Plan without the written permission of the Department noticed during the inspection, the same will be rectified by the Selected Firm.

6.3.4 During the various stages of execution, Agency shall submit monthly progress reports with detailed report on the progress of each stages of the project.

6.3.5 The Agency shall be responsible for proper structure, design, specifications and workmanship.

6.3.6 Liability for all defects in the implementation of the work by the Selected Firm shall rest with them for a period of twelve months from the date of its handing over of the system complete in all respect to the Department.

Agency shall be responsible for satisfactory rectification of defects of the software and hardwares.

6.3.7 Any defects discovered and brought to the notice of the Agency during the period aforesaid shall be rectified by Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Agency to rectify the defects, the same may without prejudice to any other rights available to department in law can be got rectified by the Department for and on behalf of Agency and at the cost and expense of the Agency, after due notice of 30 days to the Agency.

6.3.8 The Department shall have the rights to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Department to the Agency under this agreement or from any other amount due. The Department shall be entitled to claim the balance due with interest and recover the same from the Agency, if the amount claimed is not paid and demanded.

6.3.9 The Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the development and full installation of the system activity.

6.3.10 Agency shall be fully responsible for acts or omissions committed by it.

6.3.11 The Agency shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Agency and its sub-agency / workers as its own cost.

6.3.12 The Agency shall, whenever required, obtain in writing approval of the local bodies for the planning and implementation contemplated in this agreement. However, the Department shall render necessary support to the Agency to the extent of writing letters to local bodies regarding getting such approvals.

6.3.13 The Agency shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Department against effect of non-observance of any such laws by it or the sub-agency.

Further, the Department shall not be responsible in any manner whatsoever or Damages/compensation under Workmen Compensation Act or any other law in torts or in civil law to the employees of Agency and/or contractor(s) and/or labourer employed.

6.3.14 The Agency shall send completion report along with detailed Acceptance Report and maintenance schedules for all the services to the office of the Department in writing within 15 days of completion of work.

6.3.15 Responsibility to obtain Completion Certificate rest with the agency, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body(ies).

6.3.16 All plans, drawing, specifications, design, report and other documents prepared by the Agency in performing the services shall become and remain the property of the Department, and the Agency shall, not later than upon termination or expiration of the Agreement, deliver all such documents to the Department, together with a detail inventory thereof. The Agency may retain a copy of such document.

6.3.17 The Agency shall not, either during the term or after the expiration of the Contract period, disclose any property or confidential information related to the project, the Services, the contract or the Department's business or operation without the prior written consent of the Director, Social Welfare Department.

6.3.18 Failure to comply with the provisions of the agreement shall lead to forfeiture of Security Deposit.

6.4 **Responsibility of the Department :**

The Department shall make available the site for the work to the Agency.

6.4.1 Department will not be responsible to the contractors/suppliers of the items required for execution of contract.

6.4.2 Department shall make payment due under this agreement to the Agency. However, the Department may levy compensation upon the Agency due to non-fulfillment of any clause of the contract or for bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

6.5 **Completion of the Project:**

6.5.1 The date of start of the work shall be reckoned from the day of LOA is issued by the Department.

6.5.2 The work shall be completed in all respect within a period of 6 months from the date of issue of work order.

6.5.3 Agency shall be required to complete the full implementation (i.e. development and setup of the hardware, etc. at the location) within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of Agency, Agency would approach the Department with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of Agency, or its contractors/ sub-contractors, the Agency shall be liable to pay to the Department compensation (not amounting to penalty) at the rate of not exceeding ¼ % (One Quarter percent) of the total anticipated Agency charges per week of delay subject to maximum of 10% (Ten Percent) of the total agency charges. However, the Department may reduce the same at its sole discretion.

6.6 **Assignment of the Agreement :**

The Agency shall not assign or transfer or part with any of the rights, duties or obligations, wholly or in part, under this agreement to any other party without the previous consent in writing of the Department, except as provided under the agreement.

6.7 **Payment & Schedule of payment:**

6.7.1 The Department shall give 70 % (seventy percent) of the Project cost for the procurement of hardware and software and the funds will be released only after the hardware and software are fully installed, tested and verified upon which the agency will produce the Bank Guarantee with the same value from Scheduled Bank.

6.7.2 The Agency shall submit expenditure claim, copy of the expenditure statement duly certified by authorized signatory of the Agency on the project, for adjustment of expenditure incurred from the funds advanced to the Agency.

6.7.3 The remaining funds shall be released to the Agency after providing 1 year of maintenance.

6.7.4 Payment of each bill will be made only after site verification is done by Nodal Officer of Social Welfare Department and submission of the report thereof.

6.8 **Monitoring:**

6.8.1 Effective monitoring shall be carried out by the Department entrusted by the Department to monitor the progress of the works in implementation of the project. To this end, the Agency shall furnish all the data and information, as may be prescribed by the Department from time to time.

6.8.2 The Agency shall maintain monthly report on the progress of work and submit to the Department regularly.

6.9 **Arbitration:**

The dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them. Touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the Top Management level of the parties. However, in the event of such dispute, difference or question, etc., remaining unsolved, the same shall be referred to the arbitration by a sole arbitrator appointed mutually by both the parties as per provisions of the Arbitration & Conciliation Act, 1996 as applicable. The place of such arbitration shall be at Aizawl, Mizoram.

6.10 **Confidentiality:**

Neither the Agency nor Department will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is

confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under these Conditions of Empanelment or any other Conditions of Empanelment between the parties. The Selected Firm shall not, without prior written consent of the Department, disclose the commercial terms of this work order to any person other than a person employed by the Selected Firm in the performance of the work order. Due to the sensitivity of the case handled in the office, **creating/generating back door entry on the software, illegal accessing, extracting and publishing sensitive data is strictly prohibited and is a punishable offence under the IT Act 2000, Chapter XI Section 72 and 72A.**

6.11 **Force Majeure:**

In case of works damaged or destroyed but not yet measured and paid for, the compensation shall be assessed by the two Parties.

Agency shall not be entitled to payment in respect of loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage.

Sd/- LALDIKKIMI

Director,
Social Welfare Department,
Mizoram, Aizawl.

Memo No. B. 13018/1/2013-DTE(SW) : Dated Aizawl, the 2nd November, 2017.

Copy to :-

1. P.S. to Hon'ble Minister, Social Welfare Department for favour of information.
2. P.S. to Secretary to the Government of Mizoram, Social Welfare Department for information.
3. Notice Board.
4. Guard File.

Director,
Social Welfare Department,
Mizoram, Aizawl.

No.B.13018/1/2013-DTE(SW)
GOVERNMENT OF MIZORAM
DIRECTORATE OF SOCIAL WELFARE

Dated Aizawl, 2nd November, 2017

NOTICE INVITING TENDER

For and on behalf of the Governor of Mizoram Tenders are invited on the prescribed format by the Director, Social Welfare Department from interested IT Firms registered under the Government of Mizoram preferably functioning/ operating in Aizawl for development of software for 181 – Universal Women Helpline at Aizawl, Mizoram.

Tenders will be two bid system consisting of “Technical Bid” and “Financial Bid”. The Technical Bids shall be opened first and evaluated and the Financial Bids of only those bidders whose technical bids are found qualified after evaluation will be opened.

The tenders complete in all respect should reach the Office of Directorate of Social Welfare Department on or before **1st December, 2017** upto **3:00 PM**. The tenders will be opened on the same day or any other subsequent day convenient to the undersigned in the presence of such tenderers who may like to be present on the spot.

The tenders documents containing detailed terms and conditions alongwith tender format can be had from the Office of Directorate of Social Welfare Department, against a cash payment of Rs 100/- on any working day or the same can be downloaded from our website socialwelfare.mizoram.gov.in in which case the cost of tender has to be paid in the form of Demand Draft (DD) drawn at any Schedule bank in favour of Director, Social Welfare Department and must be enclosed alongwith the offer.

Tenders without earnest money of stipulated amount, samples, tender cost or not filled as per terms and conditions of tender or received late shall be outrightly rejected.

Sd/- LALDIKKIMI

Director,
Social Welfare Department,
Mizoram, Aizawl.

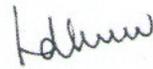
Memo No.B.13018/1/2013-DTE(SW)

:

Dated Aizawl, the 2nd November, 2017.

Copy to:-

1. P.S. to Hon'ble Minister, Social Welfare Department for favour of information.
2. Commisioner & Secretary, Social Welfare Department for information.
3. Director, I & PR for information and for publication in Vanglaini, Aizawl Post and Zozam Times for 3 (three) consecutive days. Twenty spare copies are attached herewith.



Director,
Social Welfare Department,
Mizoram, Aizawl.