



भारत सरकार Government of India
मानव संसाधन विकास मंत्रालय/ Ministry of Human Resource Development
उच्चतर शिक्षा विभाग / Department of Higher Education
भारतीय भाषा संस्थान /Central Institute of Indian Languages
मानसगंगोत्री, हुणसूर रोड, मैसूर -570006 / Manasagangotri, Hunsur Road, MYSORE- 570006

(भारतवाणी पोर्टल के लिये बहुभाषिक शब्दकोश एप्लीकेशन के विकास हेतु निविदा।)

TENDER DOCUMENT for DEVELOPMENT of Bharatavani
Multilingual Dictionary App for www.bharatavani.in
संदर्भ /Ref: **Tender No BVP/Tender/App/2015-16/2/Dated : 01.04.2016**

सूचना संदर्भ / TENDER REFERENCE	Ref: Tender No BVP/Tender/App/2015-16/2/Dated : 01.04.2016
सूचना प्रक्रिया शुरू होने की तारीख / DATE OF COMMENCEMENT OF NOTICE PROCESS	02-04-2016, शनिवार, भारतीय समयानुसार पूर्वाह्न 10:30 बजे से /02-04-2016, SATURDAY 1030 HRS IST onwards
कोटेशन प्राप्त के लिए अंतिम तिथि और समय / LAST DATE AND TIME FOR RECEIPT OF QUOTATIONS	25-04-2016 सोमवार, भारतीय समयानुसार अपराह्न 17:00 बजे तक / 25-04-2016 MONDAY 1700 HRS IST
कोटेशन की तकनीकी बोली के खुलने की तारीख और समय / TIME AND DATE OF OPENING OF TECHNICAL BID OF QUOTATIONS	27-04-2016 बुधवार, भारतीय समयानुसार अपराह्न 11:00 बजे / 27-04-2016 WEDNESDAY 1100 HRS IST
कोटेशन के खुलने का स्थान / PLACE OF OPENING OF QUOTATIONS	भारतीय भाषा संस्थान, मैसूरु / Central Institute of Indian Languages (CIIL), Mysuru
संपर्क करने के लिए पता / ADDRESS FOR COMMUNICATION	सहायक निदेशक (प्रशा.), भारतीय भाषा संस्थान, मैसूरु, मानव संसाधन विकास मंत्रालय, भारत सरकार, हुणसुर मार्ग, मैसूरु -570 006, कर्नाटक, भारत। / The Assistant Director (Admn.), Central Institute of Indian Languages, Ministry of Human Resource Development, Government of India, Manasagangotri, Hunsur Road, Mysuru – 570 006, Karnataka, India.

भारतीय भाषा संस्थान | CENTRAL INSTITUTE OF INDIAN LANGUAGES
मैसूरु | Mysuru

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Notice Inviting Tender (NIT) for Development of a Bharatavani Multilingual Dictionary App based on www.bharatavani.in for Central Institute of Indian Languages, Mysuru

Ref: Tender No BVP/Tender/App/2015-16/2/Dated : 01.04.2016

The **Central Institute of Indian Languages (CIIL)** invites Tender from professionally competent and experienced firms/organizations/consortium for creation of a multi-platform **Bharatavani Multilingual Dictionary App** based on website www.bharatavani.in. The tender documents can be downloaded from the website of the Central Institute of Indian Languages at www.ciil.org and submitted along with Bank Draft of Rs.1,000/- as cost of tender document, drawn in favour of The Director, Central Institute of Indian Languages, Mysuru payable at Mysuru. The tender is to be submitted on or before April 25, Monday 2016 by 1700 HRS (IST)., to the following address:

The Assistant Director (Administration)
Central Institute of Indian Languages
Manasa Gangotri, Hunsur Road
Mysuru 570006
Karnataka
website: www.ciil.org
email: director-ciil@gov.in

Assistant Director (Administration)

CIIL, Mysuru

SECTION – 1

GENERAL INSTRUCTIONS

CENTRAL INSTITUTE OF INDIAN LANGUAGES, MYSURU

SECTION – 1: INTRODUCTION

Central Institute of Indian Languages (CIIL), is India's Premier Language Institute. It advises and assists Central as well as State Governments in the matters of language; contributes to the development of all Indian Languages by creating content and corpus; protects and documents Minor, Minority and Tribal Languages; and promotes Linguistic harmony by teaching 15 Indian languages to non-native learners.

CIIL is now entrusted with the task of implementing a new project initiative called Bharatavani, by launching a robust, scalable, searchable website in various languages. The alpha version of the website is available for select audience. CIIL aims to improvise the website to make it easy to use, easy to search, easy to navigate and visually appealing. The website will have an easy to use web content management system (WCMS) and will support dynamic content from a database. Website will be compatible and interoperable with different browsers such as IE, Firefox, Chrome, Opera, Safari, etc.,

A dedicated section on searchable, multilingual Dictionary is an important component of this website. CIIL aims to develop a multilingual Dictionary App based on the Web Database. This App should be developed for all the major platform ie., Android and Windows and portability options for creating the same on other mutually listed popular OS platforms.

General Instructions to Bidders

1. The time for completion of the work shall be 20 days from the date of issue of the Letter of award.
2. The successful bidder shall be required to present few designs of output templates out of which some templates will be selected by a Committee with/ without suggestions for changes which the bidder will have to incorporate.
3. **Parties:** The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Central Institute of Indian Languages, Mysuru through The Assistant Director (Administration), CIIL.
4. **Addresses:** For all purposes of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Central Institute of Indian Languages, Mysuru. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
5. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
 - b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c) Director or principal officer duly authorized by the Board or Directors of

the Company, if it is a Company.

6. Other instructions

- a) In case of partnership firms, a copy of a) the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- b) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- c) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the CIIL, Mysuru may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- d) The bidder should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the token of having read and understood the documents. The successful bidder, having been communicated about acceptance of his offer and award of the tender, shall have to enter into an agreement with the Central Institute of Indian Languages, Mysuru in non-judicial Stamp Paper of Rs.100/-. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**
 1. Sub-letting of Work: The contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.
 2. The tender is not transferable.

7. Cost of Bid

The prospective bidders may download the bid documents from the CIIL website at www.ciil.org and submit the completed bid along with cost of the bid documents of Rs.1000/- (non-refundable) and earnest money of Rs. 50,000.00 (Fifty thousand Rupees, refundable) both in the form of Bank Drafts drawn on a Nationalised Bank. Both bank drafts should be made payable to The Director, Central Institute of Indian Languages, Mysuru and payable at Mysuru.

8. Deadline for the completion of the task

The Bharatavani Multilingual Dictionary App should be created from within 21 days of the issuance of the Work Order. Any delay in delivering the product will attract a penalty of 1% of the Value of the contract per week of delay subject to a maximum of 20% of the value of the contract which will be recovered from the pending bills.

The App shall be uploaded within the shortest period on Google Playstore and other marketplaces as required. The Service Provider will be responsible for managing the marketplace issues for the period of one year from the date of uploading the App on the market place.

SECTION –2

SCOPE OF WORK

SECTION –2 : SCOPE OF WORK

- a. **Pre Bid Activities:** The prospective vendors are advised to go through the information that will have to be collected for the purpose of developing the App. They will be provided with restricted and confidential access, in case the website is yet to be launched. The existing content and feature of the Bharatavani website will be revised and migrated to the new redesigned website that will be hosted on an appropriate Linux platform. The vendor is also advised to propose the functionalities that he would be seeking from the the website, apart from those which are specifically mentioned below. Any proposed functionality which CIIL finds useful will help them score in the technical bid.
- b. **Requirement Study:** The vendor will be expected to do a requirement study for the App, which when agreed upon by CIIL, will form part of the Agreement to be signed with CIIL. The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, CIIL will also be open to design & development suggestions from the successful Bidder.
- c. **Information Collection:** The vendor will have to depute persons for collection of information from the CIIL initially, apart from those that are available on the existing website. Once the App is commissioned, update of the database information will be the responsibility of the Bharatavani Project Office under CIIL.
- d. **Compatibility :** The App design must be cross-OS compatible up to the most recent OS versions. The bidder will have to submit completely certified Android and Windows Versions. The bidder will be responsible for all such App Market submissions and compliances, in coordination with CIIL.
- e. **Functionalities Required:**

The App will be based on the database hosted on a specified Server. The following is the indicative list of specifications:

- 1) The Bharatavani Multilingual Dictionary App will have interface and content in 22 scheduled languages, which will be later expanded to other more than 100 languages of India. These languages will have different scripts and Bharatavani will deploy font Standards as prescribed by Unicode Consortium.
- 2) The Bharatavani Multilingual Dictionary App will use English words and other language words in specified / official Unicode fonts as source words / headwords and display the meaning in any / all language depending on the availability of database in various languages.
- 3) The Service Provider should use cross-platform tools for development of the APP in ANDROID and WINDOWS OS. The App Should be developed in such a way that it is portable to iOS and other platforms whenever required.
- 4) **The App should generally work as follows:** A user will enter a search word in English/ Language in the search field. The user will also select his preferred language in which he is seeking the meaning of the search word. This search should result in displaying the meaning in selected language, description if available, in the font and script of the selected language. The user will also have an option to read the transliteration of meaning in English / in his preferred script. In effect, the result should transliterate the meaning/ displayed text in any language to all other available Indian languages in their scripts.
- 5) The database should be expandable to integrate meanings from Encyclopaedia and other datasets that will be deployed on the website in phases.

- 6) The Dictionary search should be sharable to other mobile Apps available in user's mobile after the search.
- 7) The App should support all mobile devices with UTF-8 encoding support and Indian language fonts installed.
- 8) The App's Database will be served from a server with Linux, Apache, PHP and MySql though JSON based API.
- 9) Data available in XLS/XLSX/MDB/XML format should be converted to server compatible format.
- 10) There should be provision for optional off-line sync of only one language of their desire, if required so by the Bharatavani Project.
- 11) The App should be provided in signed APK package and should be in compliance to Google Play store terms and conditions for publishing.
- 12) Icons for different resolution mobile devices and Google Play listing banners and graphics should be generated as required.
- 13) Any other related requirement that arises out of the situation, and also based on the above specifications thereof.
- 14) All the reasonable instructions by Bharatavani Project Office, CIIL with regard to the improvements of the will have to be applied.

Security Updates and related communication

- 1) The APP should have suitable security firewalls to protect itself from security vulnerabilities.
- 2) The Service Provider shall adhere to all the copyright issues and never share the database with any other party unless otherwise required for the purpose of the APP development, subject to the proper approvals.

Coordination with the Website Service Provider and other third parties.

- 1) The Service Provider shall have a cordial and clear communication system in place with respect to the Bharatavani Website Development Service Provider, Website Hosting Service Provider if these service providers happen to be a third party.
- 2) All the App design, integration of technical features, installing of updates, additional features, plugins, uploading of data and renewal/upgradation of databases, security issues that are connected with App Design and Development / Version changes shall have to be deployed without any delay as and when required.
- 3) The Service Provider shall coordinate with any other third party w.r.t. the Technical and content management of the Bharatavani Portal.
- 4) The Service Provider will assign a Coordinator specifically w.r.t. Dictionary App.
- 5) Complete documentation on the App- User Manual and Technical Manual has to be provided.

SECTION –3

INVITATION FOR BIDS

SECTION – 3: INVITATION FOR BIDS

Invitation for bids through the Tender Notice is for selection of the firm (also called the bidder) capable of creating Bharatavani Multilingual Dictionary App as specified in the scope of work and in accordance with the terms and conditions. Sealed bids prepared in accordance with the procedures enumerated in this Tender Notice should be submitted to the following address on & before **17:00 HRS IST on 25th April, Monday, 2016.**

The Director

Central Institute of Indian Languages
Manasa Gangotri, Hunsur Road
Mysuru 570006
Karnataka
website: www.ciil.org
email: director-ciil@gov.in

(a) Due Diligence

The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Notice. The bid should be precise, complete and in the prescribed format as per the requirements detailed in this Tender Notice. All the pages comprising the technical and financial bid shall be serially numbered. Failure to furnish all information required, or submission of a bid not conforming to the requirements in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of Earnest Money Deposit (EMD).

(b) Bid preparation and submission costs

The bidder shall bear all costs associated with the preparation and submission of the bid and CIIL will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

(c) Language of Proposals

The bids and all correspondence and documents shall be written in English.

(d) Clarification of Bidding Documents

The Bidder requiring any clarification of the bidding documents may notify the CIIL by e-mail. The following personnel may be contacted for the purpose.

The Consultant

Bharatavani Project

Central Institute of Indian Languages (CIIL)
Manasa Gangotri, Hunsur Road
Mysuru 570006
Karnataka.
email: tenders@bharatavani.in

CIIL will respond to any request for clarification of the bidding documents, which it receives before **April 20, 2016, Wednesday.**

(e) Experience & Client Profile

As per Annexure D in Section 4.

Under 'Startup India' initiative by Government of India, vide Notification by MSME, GoI dated 10 March 2016, the qualifications and experience criteria parameters may be relaxed, based on the technical strength, technological knowhow of the bidding firms. See **Appendix 1** to read the copy of the said notification.

(f) Conceptualization of the project

The project proponent shall indicate the details regarding the creation of Bharatavani Multilingual Dictionary App by making a mock presentation through step-by-step slides.

(g) Amendment of Bidding Documents

At any time before the deadline for submission of bids, CIIL, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding document by amendment. All prospective Bidders shall be notified of the amendment through the CIIL website and all such amendments shall be binding on them. If required, in order to allow Bidders reasonable time in which to take the amendment into account in preparing their bids, CIIL reserves the rights to extend the deadline for the submission of bids and the same shall be notified on the CIIL website.

(h) Earnest Money Deposit

The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty Thousands only) as Bid Security in the form of Demand Draft / Bankers' Cheque, from a scheduled Nationalised Bank, drawn in favour of The Director, Central Institute of Indian Languages, Mysuru payable at Mysuru. The EMD of unsuccessful bidders shall be returned without any interest only after finalization of the tender and after the successful bidder signs the contract with CIIL.

(i) Forfeiture of EMD

The EMD will be forfeited if the agency

- (a) Withdraws the bid during the period of bid validity.
- (b) Does not accept the correction of errors.
- (c) If the successful Bidder fails to sign the Contract within the time stipulated by CIIL.
- (d) Adopts unfair practices to influence the outcome of the bid process.

(j) Validity Period

The bids shall remain valid for 180 days after the date of bid opening prescribed by CIIL. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. CIIL holds the rights to reject a bid valid for a period shorter than 180 days as nonresponsive.

(k) Disqualification

CIIL reserves the right to reject bids in the following cases:

- 1) The Bids which are received after due date and time.
- 2) Bids not accompanied by all requisite documents along with the Earnest Money Deposit (EMD) by Demand Draft / Bankers' Cheque.
- 3) If the hard copy of financial bid is not signed by the authorized signatory of the agency on each page.
- 4) Bids not substantially responsive and not submitted in accordance with the required formats.
- 5) If the agency increases the quoted prices during the validity of the bid or its extended period, if any.
- 6) If the bidder submits the bid specifying his own terms and conditions.
- 7) Information submitted in technical bid is found to be misrepresented, incorrect or false.
- 8) No column/space meant for being filled up shall be left blank by the bidder, in which case the tender will be liable to be rejected.
- 9) Financial bid is placed in the same envelope as technical bid.
- 10) Bidders may specifically note that while evaluating the bids, if it comes to CIIL's knowledge, expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bids, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by CIIL.

(l) Corrections in the Bid

- 1) Corrections, if any, in the bid documents submitted by the agency should be attested properly by the authorized signatory failing which the bid is liable to be rejected.
- 2) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted rate will be entertained after the financial bids are opened. All corrections, if any, should be initialled by the authorized signatory before submission, failing which the financial bids may not be considered.

(m) Deadline for Submission for Bids

Last date for submission

The Bids (both Technical and Financial) must be received by CIIL at the address specified not later than **1700 HRS. on April 25, Monday, 2016**. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

Extension of last date for Submission

CIIL may, at its own discretion, may extend the deadline for submission of bids and notify the same through the CIIL website, in which case all rights and obligations of CIIL and Bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

(n) Late Bids

Any bid received by CIIL after the deadline / extended deadline for submission of bids prescribed by CIIL will be summarily rejected and returned unopened to the Bidder. CIIL shall not be responsible for any postal delay or non-receipt / non- delivery / incomplete bids. No further correspondence on this will be entertained.

(o) Prices

The rates quoted by the bidder in the financial bid are final and no adjustment of the contract price shall be made on account of any variations in costs of manpower and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price (arrived from financial bid or through negotiation, if any) shall be the only payment, payable by CIIL to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable. The bidder may indicate separately such charges in the bid. The prices, once offered, must remain fixed and must not be subject to escalation, for any reason whatsoever, within the period of contract period. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as non- responsive.

(p) Modification and withdrawal of Bids

The Bidder is not permitted to modify, substitute, or withdraw the bid proposal after submission.

(q) Acknowledgement of understanding of terms

By submitting a bid, each agency shall be deemed to have acknowledged that it has carefully read all sections of this Tender Notice, including all forms and has fully informed itself as to all existing conditions and limitations.

(r) Bid Submission

Submission of bids shall be in accordance with the instructions given in the Table below:

- 1) **Envelope 1: EMD:** The envelope containing the EMD shall be sealed and superscripted "EMD - Developing Bharatavani Multilingual Dictionary App for CIIL"

- 2) **Envelope 2: Technical Bid** : The Technical Bid shall be in a sealed envelope duly filled as per the forms prescribed in **Section 4** of this Tender Notice. The sealed envelope should be super scribed “**Technical Bid – Developing Bharatavani Dictionary App**”. This envelope *should not* contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.
- 3) **Envelope 3: Financial Bid** : The Financial Bid shall be submitted in a **separate** sealed envelope as per the forms prescribed in **Section 6** of this Tender. The sealed envelope should be super scribed “**Financial Bid - Developing Bharatavani Dictionary App**”. (**Not to be opened with the Technical Bid**) *Note: Unsigned Hard Copy of the Financial Bid will lead to rejection of the bid.*
- 4) **Envelope 4** : All the above 3 envelopes should be put in envelope 4 which shall be properly sealed and super scribed “**Developing Bharatavani Dictionary App**”.

Note: The outer and inner envelopes mentioned above shall indicate the name, address, and contact name along with phone no. of the agency.

The bids shall be submitted to:

The Assistant Director (Administration)
Central Institute of Indian Languages
Manasa Gangotri, Hunsur Road
Mysuru 570006
Karnataka

(s) Pre-Bid clarification

The prospective bidder requiring any clarification on the bid document may notify CIIL by e-mail on the address tenders@bharatavani.in. Query from any prospective bidder will be entertained by CIIL if it is received at least one week the closing date of the tender. The CIIL will post the answers/ explanations on its website without mentioning the source of the query, where it can be viewed by all the prospective bidders.

सूचना संदर्भ / TENDER REFERENCE	Ref: Tender No BVP/Tender/App/2015-16/2/Dated : 01.04.2016
सूचना प्रक्रिया शुरू होने की तारीख / DATE OF COMMENCEMENT OF NOTICE PROCESS	02-04-2016, शनिवार, भारतीय समयानुसार पूर्वाह्न 10:30 बजे से / 02-04-2016, SATURDAY 1030 HRS IST onwards
कोटेशन प्राप्त के लिए अंतिम तिथि और समय / LAST DATE AND TIME FOR RECEIPT OF QUOTATIONS	25-04-2016 सोमवार, भारतीय समयानुसार अपराह्न 17:00 बजे तक / 25-04-2016 MONDAY 1700 HRS IST
कोटेशन की तकनीकी बोली के खुलने की तारीख और समय / TIME AND DATE OF OPENING OF TECHNICAL BID OF QUOTATIONS	27-04-2016 बुधवार, भारतीय समयानुसार अपराह्न 11:00 बजे / 27-04-2016 WEDNESDAY 1100 HRS IST
कोटेशन के खुलने का स्थान / PLACE OF OPENING OF QUOTATIONS	भारतीय भाषा संस्थान, मैसूरु / Central Institute of Indian Languages (CIIL), Mysuru
संपर्क करने के लिए पता / ADDRESS FOR COMMUNICATION	सहायक निदेशक (प्रशा.), भारतीय भाषा संस्थान, मैसूरु, मानव संसाधन विकास मंत्रालय, भारत सरकार, हुणसुर मार्ग, मैसूरु -570 006, कर्नाटक, भारत। / The Assistant Director (Admn.), Central Institute of Indian Languages, Ministry of Human Resource Development, Government of India, Manasagangotri, Hunsur Road, Mysuru – 570 006, Karnataka, India.

SECTION – 4

TECHNICAL BID

SECTION – 4 : TECHNICAL BID

Proforma for Submission of Technical Bids

(In accordance to the annexure mentioned)

Ref: Tender No BVP/Tender/App/2015-16/2/Dated : 01.04.2016

- 1) Bid Letter (*Annexure A*)
- 2) Name of the Company (*Annexure B*)
- 3) Address of the Company (*Annexure B*)
- 4) Date of Inception of the Company (*Annexure B*)
- 5) Agency's Project Methodology pertaining to this Developing Bharatavani Multilingual Dictionary App (*Annexure C*).
- 6) Technologies to be used for the task. (*Annexure C*)
- 7) Agency's expertise in **Developing App** (*Annexure D*)
- 8) Number of similar work successfully undertaken in the past along with their cost (*Annexure D*)
- 9) Details of previous experience (*Annexure E*)
- 10) Details of Hardware, Software and technical personnel in the Company with the experience (*Annexure F*)
- 11) Affidavit from the bidder to the effect that the firm has not been blacklisted by any Government body/ Semi-government body/ PSU/Central or State Autonomous body during the past 5 years (*Annexure G*)
- 12) Earnest Money Rs. 50,000/- as Bid Security in the form of Demand Draft/ Bankers' Cheque, from Scheduled commercial bank, drawn in favour of The Director, **Central Institute of Indian Languages, Mysuru** payable at Mysuru (*Annexure H*)
- 13) The bidder will be required to make a presentation before a Committee appointed by CIIL if required. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some Apps designed by the bidder containing features similar to that required by CIIL and some design templates which the bidder proposes to use at CIIL.
- 14) All the pages in the technical and financial bid must bear the signature of the bidder.
- 15) A letter of authorization is necessary if any other than the bidder or an employee of the bidder attends.

To,

The Assistant Director (Administration)
Central Institute of Indian Languages,
Manasagangotri, Hunsur Road
Mysuru – 570006, Karnataka

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

Bidders Reference No. Dated :

Sub.: Proposal for providing services relating to Developing Bharatavani Multilingual Dictionary App

Sir,

Having examined the conditions of contract as in the eligibility and general instructions, scope of work and special terms and conditions, I/we, the undersigned, offer to undertake **Developing Bharatavani Multilingual Dictionary App** for Bharatavani web portal commissioned by Central Institute of Indian Languages at Mysuru in conformity with conditions of contract and specifications for sum as may be ascertained in accordance with the Qualifying and financial bids attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence services within one week and to complete delivery of all the services as specified in the work order within stipulated time in work order.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable. We understand that you are not bound to accept the lowest or any bid, you may receive.

We enclose herewith the complete Technical Bid as required by you. This includes:

- 1) Bid Particulars (**Annexure B**)
- 2) Agency's Project Methodology pertaining to **Developing Bharatavani Multilingual Dictionary App (Annexure C)**
- 3) Technologies to be used for Developing the Bharatavani Multilingual Dictionary App (**Annexure C**)

- 4) Performa for the Agency's experience (*Annexure D*), attached photocopies of letters of Awards to establish validity.
- 5) Number of Technical Persons (*Annexure E*)
- 6) Details of Earnest Money Deposit furnished in the form of Demand Draft (*Annexure F*). Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor /constituted attorney of the sole proprietor,

OR

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

OR

A company and the person signing the tender is the constituted attorney.

OR

The person signing the tender is the constituted attorney or authorized signatory of the primary party in case of consortium bidding.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this..... day of 2016 day of

Signature :
[NAME IN BLOCK LETTERS of the SIGNATORY]

In capacity of Duly authorized to sign the bid for and on behalf of.....

Signature of the Bidder

OR

**Officer authorized to sign the Bid
Documents on the behalf of the bidder**

Note:

In case of authorized signatory the authorization letter on letter head of the firm must accompany. Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending **bid opening** on _____ (date)
in the tender of _____.

Following is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____
(Bidder) Order of Preference

Name Specimen Signatures

Alternate Representative

Signatures of bidder

OR

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

1 Maximum of one representative will be permitted to attend bid opening and representative at Sl. No. 1 will be allowed. Alternate representative will be permitted when regular representative at Sl. No. 1 is not able to attend.

2 Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

**TECHNICAL BID
Bid Particulars**

Annexure B

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

1.	Name of the Bidder:	
2.	Address of the Bidder: Telephone No.	
3.	Fax	
4.	E- mail	
5.	Date of Inception:	
6.	The bidder should be registered for Service Tax (Attested copy of the Registration Certificate to be enclosed)	
7.	Name and Address of the officer to whom all references shall be made regarding this tender:	
8.	Phone	
9.	Fax	
10.	E-mail	
11.	Signature..... Name..... Designation..... Date..... Company Seal.....	
12.	PAN No.	
13.	TAN No.	

Project Methodology

Annexure C

Describe how the agency conceptualizes the project and proposes to implement it includes the equipments, technology, methodology, flow of work, activity, time schedule and management.
(Please attach additional sheets, if required)

Technology to be Used:

Provide a comprehensive list of technologies to be used by the Agency for each component of the project like Smartphone APP , programming, database, control panel etc. (Please attach additional sheets, if required)

Agency's Experience

a)	Clients Details where development of App is been undertaken during last three years Name & Address of Client	
b)	Type of Client	
c)	Place(s) of Service	
d)	Whether the Apps developed were multilingual	
e)	Duration	
f)	Total Number of manpower Deployed	
g)	Quantity of work (in no. of App functionalities)	
h)	Cost of the project	
i)	Approximate value of Service (in Indian Rupees)	
j)	Details of Hardware/ Software/Technology used	
k)	Any special features of the project which the Agency may like to specify	
l)	Name, title and Contact details of the contact at Client location	
m)	Agency Signature, Name, Designation & Company Seal	
<p>Note:</p> <ul style="list-style-type: none"> • Separate sheets for each client to be enclosed • Letter from the client on the project executed to be enclosed. 		

TECHNICAL BID
Previous experience

Annexure E

The bidder must have experience of **Developing Smartphone App**; Documentary evidence is required and should be produced in support of experience and performance.

TECHNICAL BID

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

DETAILS OF THE HARDWARE, SOFTWARE AND MANPOWER

1. Name of Company and Address :
2. Details of Hardware Equipments (Computers / Servers specification and make) :
3. Details of Software :
4. Details of Manpower :

Signature of the Agency

Date

Place

Company Seal

Note:

Separate sheets may be attached as required. Please enclose one page CV of all Technical Manpower of the Company.

Under 'Startup India' initiative by Government of India, vide Notification by MSME, GoI dated 10 March 2016, the qualifications and experience criteria parameters may be relaxed, based on the technical strength, technological knowhow of the bidding firms. See **Appendix 1** to read the copy of the said notification.

AFFIDAVIT

To
The Assistant Director (Administration)
Central Institute of Indian Languages
Mysuru-570006

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

Sir,

I have carefully gone through the terms & Conditions contained in the Bid Document for **Developing Bharatavani Multilingual Dictionary App** for Bharatavani Project by Central Institute of Indian Languages. I hereby declare that my company is not under declaration of Ineligibility for corrupt or fraudulent practices and has not been debarred/black listed by Government/Semi Government organization in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of Bidder) Printed Name:

Designation:

Date:

Business Address:

Seal:

Earnest Money Deposit Details for Developing Bharatavani Dictionary App
Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

TECHNICAL BID

(Please give the details of the Earnest Money Deposit of Rs. 50,000/- . Amount :

Demand Draft No. :

Drawee Bank / Branch : Date :

Signature of the Agency

Date

Place

Company Seal

SECTION – 5

FINANCIAL BID

SECTION – 5: FINANCIAL BID Bid Letter (Financial Bid)
Developing Bharatavani Dictionary App

To

The Assistant Director (Administration)
Central Institute of Indian Languages, Mysuru – 570006.

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

Sir,

We declare:

- 1) That we are sole owner/authorized agents/ of.....
.....
- 2) That we are equipped with adequate infrastructure for **Developing Bharatavani Multilingual Dictionary App** such as hardware/software and other facilities required for **Developing Bharatavani Multilingual Dictionary App** and the same will be open for inspection by the representatives of CIIL.
- 3) We hereby offer to provide Services at the prices and rates mentioned in the financial bid in Financial Bid Format of this Tender. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services. The prices quoted are inclusive of all charges inclusive of hardware / software, infrastructure, manpower, indexing and all incidental charges incurred during the **Development of Bharatavani Dictionary App**. We enclose here with the complete Financial Bid as required by you in Form 1. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.
- 4) Certified that we are:
a sole proprietorship firm and the person signing the tender is the sole proprietor /constituted attorney of the sole proprietor,

OR

a partnership firm, and the person signing the tender is the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

OR

a company and the person signing the tender is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)
- 5) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated Signature of authorized representative

Name of Agency :.....

Full Address :.....

Company Seal :.....

Detail of Enclosures:

FINANCIAL BID FORMAT

(Note: In the financial bid format, the rate shall be quoted in Indian Rupees in **figures and words**. In case of discrepancy between the rate quoted in **figures and words**, the **rate quoted in words** will be taken as **final** and shall be binding on the agency)

Form 1: Developing Bharatavani Multilingual Dictionary App

Ref:Tender No BVP/Tender/App/2015-16/2 Dated : 01.04.2016

S.NO.	ITEM	AMOUNT IN RS.
1.	Developing Bharatavani Multilingual Dictionary App as detailed in "Scope of Work", along with content collection, maintenance of one year and required training and documentation.	:
	Taxes as applicable	:
	Total	:
Total: (in words) Rupees:		
2.	Annual Maintenance work of the App including updates, minor modifications / expansions and	:
	Taxes as applicable	:
	Total	:
Total: (in words) Rupees:		

Name:

Date/ Place:

Designation:

Note:

SECTION –6

BID OPENING & EVALUATION

SECTION - 6

BID OPENING & EVALUATION

(a) Bid opening sessions

The bids will be opened, in two sessions, in the presence of bidders' representatives (only one per agency) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday; the Bids shall be opened at the same time and location on the next working day.

(b) Opening of EMD envelope

The EMD envelope of the bidders will be first opened in the presence of authorized representatives of each applicant who choose to attend the Bid opening sessions on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.

(c) Opening of Technical Bid

Technical bid envelopes of only those bidders, whose EMD is in order, shall be opened in the same session in the presence of authorized representatives of each applicant. The bids will then be passed on to an Purchase Committee (PC) set up by CIIL for selecting the Service Providers. Either all the bidders or some shortlisted bidders will be required to make a presentation before the PC of CIIL. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some Apps designed by the bidder containing features similar to that required by CIIL and some design templates which the bidder proposes to use at CIIL. The bidder shall have to answer the queries by PC members w.r.t. the accomplishment of the task.

(d) Opening of Financial Bid

Financial bids of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms and conditions, shall be opened on the notified date and time in the presence of authorized representatives of each applicant qualifying in the technical bid. The financial bids will then be passed on to the Purchase Committee for evaluation.

(e) Evaluation Criteria

Technical Evaluation

The Evaluation Committee shall evaluate the bids based on the eligibility criteria, the presentation made by the bidder and strict compliance to the information sought in **Section 4**. All the bidders or some shortlisted bidders will be required to make a presentation before a Committee appointed by CIIL. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some Apps designed by the bidder containing features similar to that required by CIIL and some design templates which the bidder proposes to use. The Purchase Committee may, at its discretion, call for additional information, live demonstration of technical capability of creating Apps or seek clarifications from the bidder(s). Seeking additional information / clarifications cannot be treated as acceptance of the bid. The bidders shall provide all the necessary documents, and reference information as desired by the Purchase Committee. After due evaluation of Technical bids, the PC would submit its recommendation. **Only those bidders who score 50 marks or more evaluated in accordance with the following Technical Evaluation criteria shall be technically qualified.**

Technical evaluation criteria

Sl. No.	Parameter	Proof to be submitted by vendor apart from the presentation	Weight
1)	Does the vendor have capability to develop multi-lingual Dictionary App?	No. of similar Projects successfully completed during last three years (attach names of Projects, work order & completion document of each project)	20
2)	Is the vendor capable of delivering App on time with high quality?	At least 2 customer testimonials from the above list of completed projects.	20
3)	Does the vendor have the right people to deliver on this project?	Resume / Profile sheet of the project manager who would be working on this project	20
4)	Does the vendor have a well defined methodology to develop the App – design, testing, deployment, bug fixes, change requests, etc.?	Project plan	20
5)	Is the vendor well versed with Unicode font issues, multilingual tasks, portability and related language issues?	Depending on the written / oral Answers by the vendor	20

Total 100

Any quotations received after the closing time for submission shall be returned unopened.

Financial Evaluation

The financial evaluation shall be based in accordance with the following criteria.

- The bidder quoting the lowest average total cost (L1) in financial bid in **Section 5** will be awarded a 100% score. Scores of other bidders will be evaluated using the following formula. Score of a Bidder = {lowest average total cost of L1/ lowest average total cost of the bidder} X 100} (adjusted to 2 decimals)

Joint Evaluation of Technical and Financial Bids

The following is the procedure for evaluation as applicable to technically qualified bids:

- The technical and financial scores secured by each bidder will be added with weightages of 65:35 respectively and a Composite Bid Score arrived at. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the **Developing Bharatavani Multilingual Dictionary App** of CIIL contract. In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Contract.

(f) Negotiations and Contract Finalization

CIIL shall reserve the right to negotiate with the bidder whose proposal has been ranked first on the basis of Joint Evaluation of Technical and Commercial Bids. CIIL reserves the right to award the contract to the bidder selected for negotiations.

(g) Award of Contract

Award Criteria

CIIL will award the Contract to the successful bidder based on the evaluation of technical and financial bids and to the one who is determined as the Best Value Bidder.

(h) Notification of Award

Prior to the expiration of the validity period, CIIL will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.

(i) Requirement Study:

The vendor will be required to do a requirement study for the Multilingual App, which when agreed upon by CIIL, will form part of the Agreement to be signed with CIIL. The desired navigation structure, general functionalities and reference points for the design will be part of the requirement study document.

(i) Signing of Contract

At the same time as CIIL accepts the requirement study by the successful bidder CIIL shall enter into a contract, between CIIL and the successful bidder as per the enclosed formats including the Terms and Conditions. Such agreement shall cover, in detail; aspects/ terms of the contract such as:

- a) Scope of Work
- b) Contract form
- c) Requirement Study Document
- d) Payment Schedule
- e) Prices
- f) Assignment
- g) Date of completion
- h) Liquidated damages
- i) Termination
- j) Applicable law
- k) Extension of time
- l) Confidentiality
- m) Limitation of liability
- n) Bidder's obligations

Failure of the successful bidder to sign the contract within the time stipulated by CIIL, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event CIIL may make the award to another bidder or call for fresh bids.

(j) Termination for Insolvency and Default

Termination for Insolvency

CIIL may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CIIL.

Termination for default

Default is said to have occurred:

- a) If the agency fails to complete the **Developing Bharatavani Multilingual Dictionary App** in accordance with the Tender Notice within the time period(s) specified in the contract or any extension thereof granted by CIIL.
- b) If the agency fails to perform any other obligation(s) under the contract / work order.
- c) If the agency fails to comply with instructions of CIIL with respect to improving the quality of APP Designing, Content, Format, Navigation Structure, Pictures, Ease of Use etc.

SECTION –7

**GENERAL TERMS
& CONDITIONS**

SECTION – 7 : General Terms and Conditions

(a) CIIL's right to terminate the bid process

CIIL reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agency or agencies, or any obligation to inform the affected agency of the grounds for CIIL's action.

(b) CIIL's right to inspection

CIIL or its authorized persons reserve the right to inspect the infrastructure such as the computers and other infrastructure at any of the specified locations at any point of time. In the event of the agency not complying with the requirements of infrastructure as specified in its Tender, CIIL shall issue orders to the agency for changing the equipments or bring the infrastructure to the desired standards.

(c) Obligations of the selected agency

The Agency selected for **Developing Bharatavani Multilingual Dictionary App** shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional App development standards recognized by national / international professional bodies. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to CIIL and shall, at all times, support and safeguard CIIL legitimate interests in any dealings with third parties.

(d) Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by CIIL in its work order assignment. An un-excused delay by the selected agency in the performance of its obligations under the contract shall render the selected agency liable for a **deduction at the rate of 1.0% of the total amount of contract per week of delay subject to a maximum of 20% of the value of the contract which will be recovered from the pending bills.** CIIL may also proceed to take such reasonable remedial action as may be necessary, at the agency's risk and expense and without prejudice to any other rights, which CIIL may have against the agency under the contract. A Committee would be set up by the CIIL to assess the quality of the App created. CIIL may order the agency to conduct re-designing of the App at the Agency's cost, if the feedback obtained from Committee is not satisfactory.

(e) Outsourcing of Development of Bharatavani Dictionary App

The selected agency shall not outsource the **Development of Bharatavani Multilingual Dictionary App** assignment to any other agency except their direct franchisees under any circumstances. The agency has to declare their franchisees / consortium partners, if any, along with their registered business names, modules they will undertake and the infrastructure provided by them. CIIL will not accept such proposal other than the authorized franchisees declared at the time of submission of the Tender. The agency should also declare the consortium partners for customization of web- based system application at the time of submission of the Tender.

(f) Replacement of Staff

In the event of the staff proposed along with this bid are not available at a later date due to reasons beyond the control of the agency, the agency shall ensure that the staff chosen for replacement shall be of similar experience proposed in this bid. In the event of the agency utilizing the services of unskilled staff, CIIL reserves the right to suspend payments for such **Development of Bharatavani Dictionary App**.

(g) Indemnity

The selected agency shall indemnify the CIIL against all claims of loss of data, loss of documents or damages to the files arising from the handling / updation by the agency.

(h) Termination for Insolvency, Default and Fundamental Breach

Termination for Insolvency

CIIL may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CIIL.

Termination for default

Default is said to have occurred if the agency fails to complete the **Development of Bharatavani Multilingual Dictionary App** in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by CIIL. If the agency fails to perform any other obligation(s) under the contract /work order. If the agency fails to comply with instructions of CIIL with respect to improving the quality and Developing Bharatavani Dictionary App.

Termination for Fundamental Breach

CIIL can terminate the contract if the agency causes a fundamental breach of the contract. Fundamental breach of the contract include but shall not be limited to

(i) the bidder stops work for 7 days, when no stoppage of services is instructed and stoppage has not been authorised by the CIIL or its nominee, (ii) CIIL gives notice that failure to correct a particular defect is a fundamental breach of contract and bidder fails to correct it within a reasonable period of time determined by CIIL or its nominee, and (iii) the bidder does not maintain high standard, which is desirable. When CIIL gives notice of fundamental breach of contract, CIIL or its nominee shall decide whether breach is fundamental or not.

(i) Remedial Measures

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from CIIL, (or takes longer period in spite of what CIIL may authorize in writing), CIIL may terminate the contract / work order in whole or in part. In addition to above, CIIL may at its discretion also take the following action. CIIL may transfer upon such terms and in such manner, as it deems appropriate, work order for similar service to other agency and the defaulting agency shall be liable to compensate CIIL totally for any extra expenditure involved to complete the scope of work.

(j) Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other statutory bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify CIIL in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the CIIL in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The agency shall advise CIIL in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, CIIL reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

(k) Arbitration

CIIL and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Director, CIIL. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re- enactment, thereof. The arbitration proceedings shall be held in Mysuru, India.

(l) Applicable law

The contract between CIIL and the agency shall be governed by the laws and procedures established by, within the framework of applicable legislation and enactment made from time to time concerning such services.

(m) Payment Terms

No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work. Payment for **Developing Bharatavani Multilingual Dictionary App** work done under the contract shall be made as per following terms:

- i. 80% on final commissioning of the App after acceptance of CIIL.
- ii. 20% on completion of one year from the date of final commissioning.

The bidder will be responsible for liabilities of all kind including local and other taxes. Payment will be made by CIIL to the agency in accordance with the rate quoted by the agency in the financial bid on submission of pre-receipted bills in quadruplicate in the name of Assistant Director (Administration), Central Institute of Indian Languages, Mysuru. The Director will certify the bills for the satisfactory completion of the job assigned for the concerned quarter for which the bills have been submitted. Payments shall be subject to deductions of any amount as per terms and conditions of this tender. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income - Tax Act, 1961 and any other taxes. All payments shall be made by cheque only. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract

(n) Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CIIL. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender Notice.

(o) Fraudulent practices, bribery and corruption of Government servants

The Bidder represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Client or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government for obtaining a contract or showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Bidder or any one employed by it or acting on its behalf or for its benefit (whether with or without the knowledge of the Bidder) or the commission of any offence by Bidder or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the Client to cancel the Contract either wholly or in part, and all or any other contracts with the Bidder and recover from the Bidder such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to the Bidder. CIIL will also have the right to recover any such amount from any contracts concluded earlier between the Bidder and CIIL. The Bidder will also be liable to be debarred from entering into any contract with CIIL

for a minimum period of five years. A decision of the Client to the effect that a breach of undertaking had been committed shall be final and binding on the Bidder.

(p) Special Terms & Conditions

- I) The bidders are required to quote their lowest rates for **Developing Bharatavani Dictionary App**. The rates so quoted should be all inclusive (hardware/software/manpower).
- II) The bidders qualifying the eligibility criteria will be required to give a live demonstration of the work. If the bidder is already doing **Developing App** work in any Government department or in any reputed private firm, name, address and telephone number of the same may be mentioned.
- III) The successful bidder shall compile and make an instruction manual for Developing Bharatavani Multilingual Dictionary App and the same shall be provided to the CIIL for use of its staff for carrying out the use, administration, updating or .
- IV) The bidder shall have to arrange its own staff. The CIIL would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the CIIL and the staff of the bidder. The CIIL reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
- V) The successful bidder shall not depute any such person in CIIL who is party to a litigation against CIIL. No person engaged by the bidder shall claim any right of employment – contractual or otherwise -with the CIIL. The CIIL will not be answerable for the terms and conditions of employment of the staff engaged by the bidder. The bidder will ensure that the staff engaged is disciplined and maintains full decorum of the CIIL.
- VI) The CIIL will provide the documents, pictures etc. as required to be placed on the App, to the authorized representative of the bidder on day to day basis. It will be responsibility of the bidder to return the documents to CIIL staff under acknowledgment in the same shape and condition in which it was taken. The bidder will ensure that the documents/files handed over to it are kept in proper condition and no document is soiled/lost/misplaced/damaged.
- VII) The bidder after successfully storing the App created on its own computer shall transfer the same on the computer/ server to be provided by the CIIL along with the documentation, technical and user manual. However, the Bidder shall be fully responsible for the proper functioning of the Multilingual App for a minimum period of one year after completion of his work. Bidder shall suggest the configuration and the number of computers and other hardware and software for Archival and Retrieval of digitized data, including backup.
- VIII) Complete secrecy and confidentiality is required to be maintained by the bidder and his employees.
- IX) The bidder has to customize the system application and supply to CIIL along with the source code. The bidder has to develop / customize the system software application specific to CIIL needs. The CIIL will have copyright on the product, format, concept layout and design. The CIIL will have exclusive rights to use it anywhere, in any manner.
- X) Time is the essence of the contract and the Bidder shall adhere to the time schedule and deadline as prescribed by the CIIL for execution of the work. On the completion of the work, the bidder shall hand over the database to CIIL which shall become the property of CIIL for all intents and purposes.
- XI) Licensed copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in CIIL and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of CIIL.
- XII) The database created by the bidder shall be retrievable by the user. Necessary training for the retrieval of the database, storing, organizing and retrieval is to be imparted to the staff of Bharatavani Project / CIIL.
- XIII) The retrieval parameters will be finally decided by the CIIL in consultation with the bidder. The CIIL, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
- XIV) An appropriate agreement will be executed by the bidder with the CIIL, on the agreed terms & conditions. The CIIL in its discretion reserves the right to cancel the contract at any time without assigning any reason.
- XV) The CIIL will deal with the bidder directly and no middlemen/agents/ commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the CIIL.
- XVI) Upon termination of the Contract or on expiry of the contract period, the bidder will have to

handover all the data created digitally or by other means as well as the documents handed over to him for providing the services and he shall have no right to hold back any of these. Only after getting a certificate to this effect, the nominee of CIIL shall issue a no-dues certificate for clearing the last payment.

(q) Special Conditions of Contract

The special conditions of the contract shall supplement the eligibility and general instructions, scope of work and special terms and conditions and wherever there is a conflict, the provisions herein shall prevail over those in Section 1 to Section 7. In case the date fixed for opening of bids is, if subsequently, declared as holiday by the CIIL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered. The work will be accepted only after quality assurance tests/checks are carried out by inspecting authority of CIIL, nominated by Director, CIIL, Mysuru, as per prescribed schedule and material passing the test successfully. CIIL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the CIIL. CIIL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds OR CIIL can also take any action such as forfeiture of EMD.

Any clarification issued by CIIL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

Assistant Director (Administration)
Central Institute of Indian Languages, Mysuru 570006

APPENDIX 1: Support to firms coming under 'Start up India' initiatives

Government of India
Ministry of Micro, Small & Medium Enterprises
O/o the Development Commissioner (MSME)
Nirman Bhavan, A-Wing, 7th Floor
Maulana Azad Road,
New Delhi-110108
Tel. 011-23061091
Fax No.011-23060536

Policy Circular No. 1(2)(1)/2016-MA

Dt. 10th March 2016

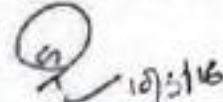
To

All Central Ministries/Departments/CPSUs/All Concerned

Subject: Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover criteria.

- (1) The Government of India has notified Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 with effect from 1st April, 2012 and 20% procurement from Micro & Small Enterprises of the total procurement by Central Ministries/Departments/CPSUs has become mandatory with effect from 1st April, 2015.
- (2) The Government of India has announced 'Startup India' initiative for creating a conducive environment for Startups in India.
- (3) The Startups are normally Micro and Small Enterprises which may not have a track record. These will have technical capability to deliver the goods and services as per prescribed technical & quality specifications, and may not be able to meet the qualification criterion relating to prior experience-prior turnover.
- (4) In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.
- (5) This issues with the approval of Union Minister of Micro, Small and Medium Enterprises.

Dec (R)


(Surendra Nath Tripathi)
Additional Secretary & Development Commissioner-MSME
Ministry of Micro, Small & Medium Enterprises.