

Corrigendum

This is regarding RFP document for engaging of outsourcing agency hosted on the website of the Council, the following amendments may kindly be noted.

1.Earnest Money Deposit (EMD) as Bid Security should be in the form of Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee.

2.Form-III(Financial Proposal-Page-23)The sentence "My Financial Bid is for the sum of Rs.-----" may be treated as deleted.

Secretary, CWC



REQUEST FOR PROPOSAL (RFP)

FOR

**OUTSOURCING THE WORK OF DATA/DOCUMENTS
COLLECTION, DATA ENTRY & DIGITIZATION**

FOR

**AN ON-LINE WAQF MANAGEMENT SYSTEM OF INDIA &
AN OFF-LINE WAQF DOCUMENT MANAGEMENT SYSTEM**

UNDER

**THE GOVERNMENT OF INDIA SCHEME
“COMPUTERIZATION OF THE RECORDS OF
STATE/UT WAQF BOARDS”**



**CENTRAL WAQF COUNCIL
MINISTRY OF MINORITY AFFAIRS
GOVERNMENT OF INDIA
14/173, JAMNAGAR HOUSE
SHAHJAHAN ROAD
NEW DELHI-110011**

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) are subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Central Waqf Council or any of its authorized officer or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Central Waqf Council to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Central Waqf Council in relation to the Scheme. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Central Waqf Council, its authorized officer or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Central Waqf Council accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Central Waqf Council, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Central Waqf Council also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Central Waqf Council may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Central Waqf Council is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Scheme and the Central Waqf Council reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Central Waqf Council or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Central Waqf Council shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

On the recommendation of the Joint Parliamentary Committee on Waqf, a Central Sector Scheme of “Computerization of the Records of State/UT Waqf Boards” was launched by the Ministry of Minority Affairs, Govt. of India in December 2009 i.e., during 11th Plan Period and the Scheme is continuing during the 12th Plan Period. The Ministry has made the **Central Waqf Council** (hereinafter called as **CWC**), a nodal agency to complete the remaining work of Phase-I by engaging outsourcing agency/agencies after following the due procedure.

OBJECTIVE

Waqf Properties are spread all over the country. These properties are not being properly utilized for generating optimum revenue that could be used for more welfare activities. Besides, old ownership right establishing documents pertaining to these Waqf Properties are deteriorating day-by-day and, therefore, their digital archiving is very much needed.

Implementation of **Centralized Web-based Integrated Work-Flow WAMSI On-line System** (hereinafter called as **WAMSI On-line System**), will enhance the efficiency of State/UT Waqf Boards by monitoring their Waqf Properties, prevent encroachments by means of GPS generated Layouts, get up-to-date information on revenue generated and trends analysis over a period of time, to know the status of leases, rent collection & rent due on defaulters, fight legal cases on time with the help of reports generated on forthcoming Hon’ble Court Hearing Dates.

Implementation of an off-line **WAMSI Documents Management System** (hereinafter called as **WAMSI-DMS System**), will streamline the physical as well as digital records of Waqf Properties, which establishes the ownership rights as Waqf and are acceptable to Hon’ble Courts in case of disputes.

Broad Scope of Work for the Outsourcing Agency would be to complete the remaining work in the Registration Module of WAMSI On-line System and to complete the remaining digitization work of WAMSI-DMS System. Since the WAMSI On-line System is a Work Flow based system, the rest of Modules (Annual Return Filing & Contribution Receipts, Leasing Processing & Rent Collection, Litigations Cases Information Entries & their timely adding of Transactions) would be taken-up by the Staff of State/UT Waqf Boards (hereinafter called as **SWBs**) by introducing the Capacity Building Programmes including on-site hands-on Training & Hand-holding by the deployed CCF Technical Manpower as an on-going Technical Support exercise to the SWBs Officials/Staff.

SCOPE OF WORK

Waqf Properties are categorized into Waqf Estates (or simply, Waqfs) and each Waqf Estate carries certain number of Waqf Properties like – Plot, Shop, Mosque, Madarsa, Mazaar, Grave Yard, etc (Immovable Properties) and Cash, FDs, Vehicles, etc (Movable Properties). Each Waqf Estate has been given a unique Waqf ID, as per laid down convention.

Broad Scope of Work specified as Part-A, Part-B and Part-C, is as follows:

PART-A (COMPUTERIZATION – ADDING WAQF PROPERTIES)

1. Filling-up of Metadata Sheet (or Folder) per Waqf ID (i.e., per Waqf).
2. Collection of Ownership Documents and kept with Metadata Sheet.
3. Collection of missing Data/ Ownership Documents / Photographs etc., from the field visits wherever necessary.
4. Registration Waqf Properties with atleast mandatory fields in the WAMSI On-line System Registration Module (all sub-Menus) for each Waqf Estate taking into consideration the Metadata Sheet, Ownership Right Establishing Documents, Collected Missing Data/ Documents from the field visits including Photographs.

PART-B (COMPUTERIZATION – UPDATING WAQF PROPERTIES)

5. Updating of erroneous & missing Data, Photographs, etc, collected from the field visits, for those Waqf Estates which are already keyed-in before this outsourcing work in the WAMSI On-line System Registration Module (all sub-Menus).

PART-C (DIGITIZATION – ADDING WAQF DOCUMENTS)

6. Scanning of Ownership Documents as per laid down Good Practices.
7. Generation of Dublin Core Structures (DCSs) through BDU Utility.
8. Importing the DCSs Batch-wise into the WAMSI-DMS System.

NOTE:

The Agency will provide complete Methodology & Action Plan for Data/Documents Collection, Metadata Sheet Filling, Data Entry and Digitization, keeping in view the data integrity, validation and reconciliation. The Agency will work in synchronization with the System Implementer (i.e., NIC-HQ, PMU(WAMSI), New Delhi) to ensure the quality of data fed into the WAMSI On-line System and WAMSI-DMS System. The ultimate objective is to carry out the task in stipulated time. Once the data is entered into the Systems, it will be validated against the physical records. The Agency will work in close collaboration with SWBs to ensure validated data is entered correctly.

Scope of Work specified above as Part-A, Part-B and Part-C, is described here in detail:

A. COMPUTERIZATION – ADDING WAQF PROPERTIES

<u>1.a</u>	Filling-up of Metadata Sheet in English with minimum required fields for WAMSI On-line System Registration Module (all sub-Menus) to define each and every Waqf Property (Immovable as well as Movable) under each Waqf Estate (i.e., each Waqf ID; Waqf ID is to be codified as per the laid down convention) from the existing Documents/ Records available at concerned SWB Head Office.	<u>Rate per Waqf Property Record added</u>	<u>Rs.</u>
<u>b</u>	Vetting of filled-up Metadata Sheet from the SWB designated Nodal Officer for the purpose.		
<u>c</u>	Data is Keyed-in the WAMSI On-line System using Registration Module Steps for each Waqf ID (Creating of Waqf Estate, Adding Immovable Properties including Photographs, Adding Movable Properties Photographs, Adding Manager details including their period of Management & Photograph(s) for each & every Waqf Property.		
<u>d</u>	Checking & verifying the records in WAMSI On-line System through Report Card for each & every Waqf Property under each Waqf ID by SWB designated Nodal Officer for the purpose.		

A. COMPUTERIZATION – FIELD COLLECTION

		<u>Rate per Visit cond- ucted</u>	<u>Rs.</u>
<u>2.a</u>	<p>For uncovered Waqf Estates only (i.e., no information is entered in the WAMSI On-line System before this Outsourcing Work)</p> <p>If the proper and up-to-date documents /records are not readily available in the SWB Head Office concerned, then field visit is required to get the missing Data/ Ownership Documents to fill-up the Metadata Sheet mentioned at 1(a) & also to get additional Data / Photograph/ GPS Coordinates as mentioned at 1(c).</p> <p>In case of field visit, it is ensured that Min 5(five) good quality digital photograph (JPG, GIF format only) for each Waqf Property from all possible angles are taken for easy distinguishing of Waqf Property with Current Date of Photography inscribed on the front bottom of the Photograph. Moreover, Photographs of Managers (i.e., Mutawalli, President, Secretary, Members, etc.)</p>		
<u>b</u>	<p><u>Vetting of 2(a)</u> by the SWB designated Nodal Officer.</p>		

B.COMPUTERIZATION – UPDATING WAQF PROPERTIES

<u>3.a</u>		<u>Rate</u>	<u>Rs.</u>
	<p><u>For covered Waqf Estates without Waqf Properties Details</u> (i.e., Only Waqf Estates details are entered in the WAMSI On-line System before this Outsourcing Work)</p> <p>If the proper and up-to-date documents /records are not readily available in the SWB Head Office concerned, then field visit is required to get the missing Data/ Ownership Documents to fill-up the Metadata Sheet mentioned at 1(a) & also to get additional Data / Photograph as mentioned at 1(c).</p> <p>In case of field visit, it is ensured that Min 5(five) good quality digital photograph (JPG, GIF format only) for each Waqf Property from all possible angles are taken for easy distinguishing of Waqf Property with Current Date of Photography inscribed on the front bottom of the Photograph. Moreover, Photographs of Managers (i.e., Mutawalli, President, Secretary, Members, etc.)</p>	<u>per Waqf Property Record Updated</u>	
<u>b</u>	<u>Vetting of 3(a)</u> by the SWB designated Nodal Officer.		
<u>c</u>	<u>Data is updated in the WAMSI On-line System using Registration Module Steps</u> for each Waqf ID (Adding Immovable Properties including Photographs, Adding Movable Properties Photographs, Adding Manager details including their period of Management & Photograph(s) for each & every Waqf Property.		
<u>d</u>	<u>Checking & verifying the records in WAMSI On-line System</u> through Report Card for each & every Waqf Property under each Waqf ID by SWB designated Nodal Officer for the purpose.		

C.DIGITIZATION– ADDING WAQF DOCUMENTS

<u>4.a</u>		<u>Rate</u>	<u>Rs.</u>
	<p><u>Collection of missing Waqf Estate and/or its Waqf Properties Ownership Right Establishing Documents</u> and putting in/along its Metadata folder/Sheet along with already available Ownership Documents, which are arranged as per Waqf IDs.</p>	<u>per Waqf Estate Record added</u>	

b	<u>Vetting of 4(a)</u> by the SWB designated Nodal Officer.		
c	<u>Creation of Digital Document (PDFs)</u> through scanning for all the Documents as mentioned in 4(a) for each Waqf ID, as per laid down <u>Good Practices for Scanning</u> particularly Naming Convention, Water Marking, Multi-paging PDF of individual Document, Readability vis-a-vis Minimum Disk Space. Note: Metadata Sheet is not to be scanned.		
d	<u>Run WAMSI-DMS BDU Utility</u> for key-in few Metadata Sheet fields (for indexing) for each Waqf ID (Waqf ID is a common link between WAMSI DMS System and WAMSI On-line System) and attaching Scanned Documents as mentioned in 4(b). Resulting in generating Dublin Core Structure (DCS) for each Waqf ID.		
e	<u>Import of DCSs into WAMSI-DMS System</u> on weekly basis in Batches.		
f	<u>Checking & verifying the records in WAMSI DMS System</u> through Advanced Search and also through Waqf ID by SWB designated Nodal Officer for the purpose.		

Terms & Conditions for the work to be carried-out

- a) CWC will be responsible to impart preliminary training to 2-3 Key Executives of the Agency on the working of WAMSI On-line System & WAMSI-DMS System through System Implementer at its New Delhi Office for a week and then the trained Executives will further deliver the training to rest of their team members to achieve refined output at each work location.
- b) The complete digitization activity will be carried out by the Agency at each SWB Head Office across India. The Agency has to make its own arrangement of all kind including PCs, UPS, LAN, Internet Connectivity, Scanners, Printers, Digital Cameras, Hand-Held GPS Receivers, etc. along with the required skilled manpower to complete the activities as per Scope of Work and adhering to the given timelines.
- c) Given the nature of the work, the exact volumes can only be ascertained after the computerization and digitization processes are complete in all respect as per the Scope of Work. So, it is difficult to estimate the exact volume at this juncture. Any estimates mentioned in this Document are the approximate figures for the sake of estimation only.

- d) Extracting of data, data entry, collection & digitizing of documents will be done by the Agency. It will be the sole responsibility of the Agency to collect & arrange the Waqf Estate files in proper ordering Waqf ID-wise, in each SWB Head Office, from where the data will be verified.
- e) If required, Agency will visit the actual site of the Waqf Property to get the information with reference to Auqaf Register/Gazette Lists etc. provided by SWBs.
- f) Feedback with regards to complete availability of information in the SWB Head Office premises pertaining to Waqf Properties, required for WAMSI On-line System & WAMSI-DMS System, will be given by the Agency to CWC. Once go ahead given by CWC to collect remaining information from various sources including field visits, the remaining details will be gathered by the Agency alongwith the experience gain in gathering, will be shared with CWC. Once go ahead given by CWC, the required information will be entered by the Agency in the WAMSI On-line System and WAMSI-DMS System.
- g) It will be the responsibility of the Agency to get the details verified from SWB designated Nodal Officers before entering into the WAMSI On-line System and WAMSI-DMS System.
- h) MIS Reports pertaining to progress at each SBW will be shared with CWC on weekly basis.

Data Processing Locations

SWBs' Head Offices are supposed to maintain the records of Waqf Properties falling in their geographical State/UT region. Therefore, Work is to be carried out in the following State/UT Waqf Board Head Office Locations:

Sr. No.	State/UT Waqf Board	Head Office
1	ANDHRA PRADESH	Hyderabad
2	ASSAM	Guwahati
3	BIHAR(Sunni)	Patna
4	BIHAR(Shia)	Patna
5	CHHATTISGARH	Raipur
6	GUJARAT	Gandhinagar
7	HARYANA	Ambala Cantt
8	HIMACHAL PRADESH	Shimla
9	JHARKHAND	Ranchi
10	KARNATAKA	Bangalore
11	KERALA	Kochi
12	MADHYA PRADESH	Bhopal
13	MAHARASHTRA	Aurangabad
14	MANIPUR	Imphal
15	MEGHALAYA	Shillong
16	ODISHA	Cuttack
17	PUNJAB	Chandigarh
18	RAJASTHAN	Jaipur
19	TAMIL NADU	Chennnai
20	TRIPURA	Agartala
21	UTTAR PRADESH (Sunni)	Lucknow
22	UTTAR PRADESH (Shia)	Lucknow

23	UTTARAKHAND	Dehradun
24	WEST BENGAL	Kolkata
25	ANDAMAN & NICOBAR ISLANDS	Port Blair
26	CHANDIGARH	Chandigarh
27	DADRA & NAGAR HAVELI	Silvassa
28	DELHI	New Delhi
29	LAKSHADWEEP	Kavaratti
30	PUDUCHERRY	Puducherry

BIDDING PROCESS

Two-Bids System

The tender will be a **Two-Bids System** i.e., Technical and Financial Bids. The tender should be submitted in two sealed covers.

The first sealed cover should be superscripted as “**Technical Bid**” and should contain:

- a) Performa conforming to Form-I & Form-II, duly filled-in.
- b) Bidder profile including previous experience of feeding data entry to Central/State Government/ Departments/Public Sector Undertakings etc.
- c) Acceptance of Tender Terms and Conditions by the Bidder.
- d) Demand Draft as Bid Processing Fee and Earnest Money Deposit.
- e) Other required documents as mentioned in Form-I & Form-II.

The second sealed cover should be superscripted as “Financial Bid” and should contain:

- a) Performa conforming to Form-III, duly filled in.

Note: The bidder should quote his Service Charges (inclusive of all Statutory Taxes) in Indian Rupees only.

Both the sealed covers should be put together into another bigger envelop which should be superscripted as “**WAMSI Systems - Outsourcing Work**” and should be dispatched by SPEED-POST to The Secretary, CWC on the given address, so as to reach by 04.00 P.M. on September 19, 2014. The Technical Bid will be opened on 22.09.2014 at 04:00 P.M. in the Conference Room of CWC, New Delhi. If any of the participating agencies like to be present at the opening of Technical Bids, they may do so.

I. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

II. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of working space, power, water, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from the CWC;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the CWC relating to any of the matters referred above;
- iv. satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CWC,
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms thereof.

The CWC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

III. Bidders General Qualifications:

- I. The bidder should be an established IT/ITES/ Training provider and Data Digitization company and should have been in the business for a period exceeding five years as on 31st March, 2014.
- II. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.
- III. The bidder shall have company registration certificate registered under company act 1956, registration under labour laws & contract act, valid Service tax registration certificate, and Permanent Account Number (PAN) issued by Income Tax Department. (Copy of each registration

certificate should be provided)

IV. Verification and Disqualification

The CWC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the CWC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the CWC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the CWC there under.

CWC reserves the right to reject any Bid and appropriate the Bid Security if:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. the Bidder does not provide, within the time specified by the CWC, the supplemental information sought by the CWC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the CWC reserves the right to:

- i. invite the remaining Bidders to submit their Bids in accordance with Clauses or
- ii. take any such measure as may be deemed fit in the sole discretion of the CWC, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the CWC to the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the CWC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without

prejudice to any other right or remedy that may be available to the CWC under the Bidding Documents.

V. Bid processing fee & Earnest Money Deposit (EMD):

The applicants shall also furnish processing fees of Rs. 1100.00(Rupees One Thousand One Hundred Only) and Earnest Money Deposit (EMD) as Bid Security amounting to Rs.10,00,000/- (Rupees Ten Lakh only) in the form of Demand Draft/ Pay Order, issued by an Scheduled Bank in India drawn in favour of “Central Waqf Council Fund (Computerization)” payable at “New Delhi”. The earnest money will be returned to the unsuccessful bidders without any interest. However, the Earnest Money of the successful bidder shall be retained as Security Deposit by CWC. Such negotiable instrument should be valid for at least 60 days beyond the validity prescribed.

VI. Forfeiture of bid security

The bid security may be forfeited either in full or in part at the discretion of CWC, on account of one or more of the following reason:

- i. The bidder withdraws his Bid during the period of Bid validity specified by him on the Bid Letter Form
- ii. The bidder fails to co-operate in the Bid evaluation process.
- iii. If the bid or its submission is not in conformity with the instruction mentioned herein.
- iv. If the bidder violates any of the provisions of the terms and conditions of the tender.
- v. In the case of a successful bidder fails to
 - (a) Accept award of work
 - (b) Sign the contract agreement with CWC, after acceptance of communication on placement of award
 - (c) Furnish performance security
 - (d) Fails to sign the contract agreement in time.
 - (e) The bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of CWC in timely finalization of this tender.

The decision of CWC regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.

VII. Evaluation of bids:

The Technical Evaluation Committee (TEC) will evaluate the competence of the agencies to supply requisite services in the required category based on

record, profile, and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

CWC reserves the right to reject the tender at any time without assigning any reason.

Award of Contract:

On the acceptance of tender/ bid for awarding the contract, CWC will notify the successful bidders in writing/ web site that their tender/bid has been accepted. The successful bidder will have to sign a Contract Agreement with CWC. After signing of the Contract Agreement with CWC, no variation in or modifications of the term and of the contract shall be made except by written amendment signed by all the parties. Also all the terms and conditions of the tender documents shall be a part of the contract agreement

Performance Bank Guarantee

Within 15 days the successful Agency will execute a Performance Guarantee for 5% of the total value of the contract in the form of Account Payee Demand Draft or a Bank Guarantee from a Scheduled Commercial Bank in an acceptable form or in the form of Fixed Deposit Receipt pledged in favour of Central Waqf Council Fund(Computerization). The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract.

Target and Achievement

The remaining work of Phase-1 as outlined in the scheme is to be completed by March'2015.

GENERAL TERMS AND CONDITIONS

I. Contract Period & Payment Cycle:

The term of the contract will be for the 12th plan period.

The payment will be released on pro-rata basis on quarterly R/A Bills after verification by the concerned SWB designated Nodal Officer and random checked by CWC for the quantum of work completed during the period.

II. Performance Bank Guarantee (PBG):

The PBG will be forfeited if the bidder withdraws from the work or if found by CWC that bidder is not following the legitimate means to complete the work

then bidder will be suspended from immediate effect and the amount will be forfeited.

III. Penalty Clause:

During the contract period, either party can terminate the contract by giving one month notice in advance. If the agency fails to give one month notice in writing for termination of contract, any amount due on CWC shall be forfeited.

In the event of any dispute arising in respect of any of the clauses of the agreement, the matter will be referred to the arbitrator whose decision shall be binding on both the parties.

CWC shall levy appropriate penalty for deficiency in services or for violation of any terms of the contract.

IV. Withdrawal/Amendment to RFP:

At any time prior to the last date for receipt of bids, the CWC may for any reason whether on its own initiative or in response to a clarification requested by a prospective Outsourcing Agency modify the RFP document by an amendment. In order to provide prospective outsourcing agency a reasonable time in which to take the amendments into account in preparing their bids. The CWC may at its discretion extend the last date for the receipt of Bids and/ or make other changes in the requirements set out in the invitation to RFP.

CWC reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal without assigning any reasons.

V. Rejection of Bid:

The application/bid for Engagement of Outsourcing Agency is liable to be rejected if:

- a. The application is not submitted in proper sealed cover with superscription as indicated.
- b. The application is not in prescribed format and not containing all required details/documents.
- c. The application is not properly signed.
- d. The application is received after the expiry of due date and time.
- e. Offer is received by telex, fax, telegram or email.
- f. Offer is received without the Bid Processing Fees and EMD.

VI. The CWC reserves the right:

- a) To reject any/all applications without assigning any reasons thereof.
- b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the CWC and the objective of the scheme without assigning any reasons thereof.
- c) To include any other item in the Scope of Work at any time after consultation.

VII. Clarifications:

Clarification if any may be sought from CWC Office in writing only.

VIII. Conflict of interest:

The applicants shall not have a conflict of interest. The applicant found to have a conflict of interest as mentioned below are liable to be disqualified.

The selected applicant shall not engage in activities that conflict with the interest of the CWC under the contract and shall be excluded from the continuation of the services under the contract.

IX. Validity of applications/bid:

The Application Bid shall be valid for a period of 180 days from the last date of submission of applications.

CWC retains the right that in exceptional circumstances at its own discretion it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

X. Disclaimer

CWC shall not be responsible for late receipt of application for any reason whatsoever. The applications received late will not be considered and will be returned unopened to the applicant.

XI. Arbitration clause - Standard

Any dispute arising during execution of the project will be referred to the Arbitrator duly appointed by the Ministry of Minority Affairs and whose decision will be final and acceptable to all Parties.

XII. Other Important Information

Period of validity of the Tender is 30 days from the closing date of the proposals. The Central Waqf Council is however not bound to accept any tender or to assign any reason for non-acceptance. The Central Waqf Council reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

The Central Waqf Council reserves its right to summarily reject offer received from any Agency on national security considerations, without any intimation to the bidder.

The Central Waqf Council reserves the right to place an order for the full or part quantities under any items of work under scope of work.

Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

The Central Waqf Council reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies/Vigilance Cell.

XIII. Penalty Clause:

Any delays from the time schedule to be stipulated by the Central Waqf Council for items of work listed in the Scope of work, would invite a penalty of 1% of the annual cost of assignment per week, subject to a ceiling of 10% of the cost of assignment, besides other action for underperformance/undue delays, including forfeiture of Performance Guarantee and blacklisting of the Agency as may be deemed fit by the Central Waqf Council.

XIV. Termination:

Central Waqf Council may terminate the Contract of the Agency in case of the occurrence of any of the events specified below:

- i. If the Agency becomes insolvent or goes into compulsory liquidation.
- ii. If the Agency, in the judgment of Central Waqf Council, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- iii. If the Agency submits to Central Waqf Council a false statement which has a material effect on the rights, obligations or interests of Central Waqf Council.
- iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Central Waqf Council.
- v. If the Agency fails to provide the quality services as envisaged under this contract, reasons for the same would be recorded in writing.

In such an occurrence Central Waqf Council shall give a written advance notice before terminating the Contract of the Agency.

XV. Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, not (ii) any event which a diligent Party could reasonable have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

XVI. Arbitration:

Venue of arbitration will be New Delhi and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

XVII. Jurisdiction:

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

FORM-I: RFP LETTER OF PROFORMA

To,
The Secretary,
Central Waqf Council,
14/173, Jamnagar House,
Shahjahan Road, New Delhi-110011.

Subject: Engagement of Outsourcing Agency for feeding of data/documents in
the WAMSI On-line System & WAMSI-DMS System.

Dear Sir,

We have read and examined the details contained in the RFP Document including the work specified in the Scope of Work Section in respect of Waqf Properties under the control of various State/UT Waqf Boards in India. Our contact details are as follows:

S.N.	Name of the Principal Applicant
1.	Address
2.	Name of the contact person to whom all references shall be made regarding this bid
3.	Designation of the person mentioned above
4.	Address of the person mentioned above
5.	Telephone (with STD Code)
6.	Mobile No. of the contact person
7.	Email address of the contact person & the organization.
8.	Fax No. (STD Code)

Documents forming part of response to RFP

- a) Statement of Applicant in Form II.
- b) Date of establishment of the agency.
- c) Whether registered with concerned Govt., authorities (Copies of all Regn. Certificates).
- d) PAN/TAN No. (Copy to be enclosed).
- e) Service Tax registration no. (Copy to be enclosed).
- f) Whether the firm is black listed by any Govt. Department: Yes/No
- g) Details/ List of Govt. Department/Organization where such personnel were supplied.
- h) PF/ESI Registration Number
- i) Status of the agency whether a Private Ltd., Partnership, Public Ltd., or Sole Proprietor Annual Turnover.
- j) Last 3 year's Balance Sheet/ Audited Statements of Accounts.
- k) Details of service being provided in last 3 years & service in hand. The client certificate may be attached.
- l) Income Tax Certificated for last three year.
- m) Bid processing Fee by Demand Draft No. _____ dated _____ drawn on _____ (name of bank and branch).
- n) EMD by Demand Draft No. _____ dated _____ drawn

FORM-II: STATEMENT OF APPLICANT

S.No.	Name of the Applicant	
1.	Address of Head Office: Telephone No.: Fax No.: Email Address:	
2.	Branch Office Address (if any) Telephone No.: Fax No.: Email Address:	
3.	Legal Status	
4.	Place & Date of Establishment	
5.	Applying as an Individual Applicant Applying as Joint Venture Applicant	
6.	Branch of specialization Main line of business:	Since
7.	Name and Address of Lead Member	
8.	Name and Address (s) of the other Constituent Member	
9.	Copy of the Joint Venture Agreement attached	Yes/No
10.	Total No. and Category of Permanent Employees	

Name & Signature of Representative

Place:

Date:

Note: Financial Proposal is to be submitted on company Letter Head

FORM-III FINANCIAL PROPOSAL

[Date]

From:

[Name of the Agency]

To:

The Secretary,
Central Waqf Council ,
14/173, Jamnagar House,
Shahjahan Road, NEW DELHI-110011.

**Subject:Engagement of Outsourcing Agency for feeding of data/documents
in the WAMSI On-line System & WAMSI-DMS System.**

Dear Sir,

I, offer to undertake the assignment in accordance with your RFP Document No..... dated My attached Financial Bid is for the sum of Rs. *[Total Amount, in words and figures]*. This amount is exclusive of taxes, which will be claimed as applicable and as per actual.

My Financial Bid shall be binding upon me, up to the completion of the period of the contract or completion of the quantum of work assigned, as specified in the RFP Document.

I understand you are not bound to accept my Proposal.

Regards,

Yours sincerely,

Signature:.....

Name of Agency:.....

Address:.....

The following undertakings are hereby given:

In regard to matters relating to the security and integrity of the country no charge sheet has been filed by an agency of the Government/ conviction by any Hon'ble Court of Law for an offence committed by the _____ (name of the entity) or by any sister concern of the _____ (name of the entity) which would result in disqualification.

In regard to matters other than the security and integrity of the country _____ (name of the entity) has not been convicted by a Court of Law or indicted/ passed any adverse order by a regulatory authority against it or its against any sister concern which relates to a grave offence or would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community.

The firm/Agency is not blacklisted by the Govt., of India.

We hereby declare that RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking You,

Yours faithfully,

(Signature of the Applicant)

Name:

Designation :

Seal :

Place:

Date:

Witness :

Signature :

Name :

Address :

Technical Evaluation Criteria

Sr. No	Description	Point	Score	Documents
1	Weather agency Have valid ESI & EPF No. if Yes then 10 or else 0.	10		Copy of valid ESI and EPF registration certificate
2	Company should be in existence for minimum 3 years, IF yes then 5 points	5		Copy of Company Registration or certificate of incorporation
3	Cumulative Turn Over of the Agency for the last 3 financial year			Copy of audited P&L and Balance sheet
(a)	50 lacs – 5 crore, 5 points	5		
(b)	5 crore - 10 crore , 8 points	8		
(c)	10 crore and above 10 points	10		
4	Certifications			
(a)	The Agency is ISO 9001:2008, 5 Points	5		Copy of the ISO 9001 certificates should be attached
(b)	The Agency is having both ISO 9001:2008 & IEC 27001 certification 8 Points	8		Copy of the ISO 27001 certificates should be attached
5	Implementation			
(a)	Similar projects by service provider for more than 2 organization	8		Copy of work orders from the mentioned organization.
(b)	Similar projects by service provider for more than 3 organization	10		
5	Volume			
(a)	The Agency is processing/data entry of a monthly volume of minimum 100000 forms	5		Copy of work orders from the mentioned organization.
(b)	The Agency is processing/data entry of a monthly volume of 200000 to 500000 forms	8		
(c)	The Agency is processing/data entry of a monthly volume of minimum 500000 forms and above	10		
6	Net Profit of the Agency firm is more than 15 lacs for the last 3 financial year 8 or 0	8		Copy of audited P&L and Balance sheet
7	Manpower			
(a)	The Agency has 500 employees on their payroll	5		
(b)	The Agency has 500 to 1000 employees on their payroll	8		
(c)	The Agency has 1000 and above employees on their payroll	10		
8	Presence			
(a)	Agency Having offices in 5 – 10 states	5		Company Letter head along with Office address
(b)	Agency Having offices in 10 - 15 states	8		
(c)	Agency Having offices in 15 & above states	10		

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Financial Bid for Engagement of Outsourcing Agency for feeding of data/documents in the WAMSI On-line System & WAMSI-DMS System.

SoW S. Nos.	Type of Work	Unit	Amount (INR)
A.1(a) to A.1(d)	COMPUTERIZATION – ADDING WAQF PROPERTIES.	<u>Rate per Waqf Property Record added</u>	
A.2(a) to A.2(b)	FIELD COLLECTION – DATA / DOCUMENTS/ PHOTOGRAPHS/ GPS COORDINATES/ ETC.	<u>Rate per Visit conducted</u>	
B.3(a) to B.3(d)	COMPUTERIZATION – UPDATING WAQF PROPERTIES.	<u>Rate per Waqf Property Record updated</u>	
C.4(a) to C.4(f)	DIGITIZATION – ADDING WAQF DOCUMENTS	<u>Rate per Waqf Estate Record added</u>	