

CONTRACT AGREEMENT

This Agreement is made and signed on the day of January 2015 between the **Central Waqf Council (CWC), New Delhi** hereinafter named as the 1st Party.

&

The National Small Industries and Corporation Limited (NSIC), Lodhipara Chowk, Shankar Nagar, Raipur hereinafter named as the 2nd Party.

In pursuance of Request For Proposal (RFP) (copy attached) the NSIC (2nd Party found to be L-1) is selected as an Executing Agency for 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 FOR THE REMAINING REGISTRATION OF WAQF PROPERTIES under the Government of India Scheme “Computerization of the records of State Waqf Boards”.

1. Broad Scope of Work

PART-1 (ADDING WAQF PROPERTIES DETAILS IN ON-LINE SYSTEM)

- Filling-up of Metadata Sheet (or Folder) per Waqf ID (i.e., per Waqf).
- Collection of Ownership Documents and kept with Metadata Sheet/Folder.
- Registration of Waqf Properties with at-least 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, GPS Coordinates, etc.

PART-2 (FIELD VISIT WHEREVER NECESSARY AS PER WAQF BOARD)

- Collection of missing Data/ Ownership Documents / Photographs/ GPS Coordinates etc., from the field visits wherever necessary.

PART-3 (UPDATING WAQF PROPERTIES DETAILS IN ON-LINE SYSTEM)

- Updating of erroneous & missing Data, Photographs, GPS Coordinates, 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-4 (ADDING WAQF DOCUMENTS IN DMS SYSTEM)

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

2. Delivery Schedule

2.1 NSIC shall start the work within (3) three working days, issue of the Work Order by CWC.

- 2.2 NSIC will be given Waqf Board specific work by way of issuance of individual Work Order from time-to-time, to be completed in a stipulated time frame mentioned in the Work Order.
- 2.3 NSIC will execute Performance Guarantee @5% of the total value of the Work Orders 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 favor of “Central Waqf Council (Computerization)”.

3. **Payments**

3.1 **L-1 Rates for the Services**

P. No.	Type of Work/Services	Unit	Amount (INR)
1	ADDING WAQF PROPERTIES DETAILS IN WAMSI ON-LINE SYSTEM	<u>Rate per Waqf Property Record added</u>	??
2	FIELD COLLECTION – DATA / DOCUMENTS/ PHOTOGRAPHS/ GPS COORDINATES ETC.	<u>Rate per Visit conducted</u>	???
3	UPDATING WAQF PROPERTIES DETAILS IN WAMSI ON-LINE SYSTEM	<u>Rate per Waqf Property Record updated</u>	??
4	ADDING WAQF DOCUMENTS IN DMS SYSTEM	<u>Rate per Waqf Estate Record added</u>	??

- 3.2. The payment will be made as per the rate quoted in the Financial Bid on quarterly basis as per the detail given in RFP document. The bill generated is to be submitted to CWC through concerned State/UT Waqf Boards duly verified by the designated nodal officer of State Waqf Boards.
- 3.3 CWC shall not be responsible for any financial loss or any damage to the Agencies/Firms/organization or to its manpower engaged in the course of their performing the functions/duties or for the payment towards any compensation.
- 3.4 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.

4. **Arbitration**

- 4.1 In the event of any disputes arises in respect of quality/correctness/ completeness of data/document/information collected from the field visit, CWC will mediate to settle the issue.
- 4.2 In any event of any disputes arises in respect of clauses of agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to CWC for final decision and the same shall be binding to all parties.
- 4.3 In case of rising of any dispute with SWBs or any other unit final order will follow from CWC

5. General Terms & Conditions

- 5.1 NSIC shall be abided by all the terms and conditions as laid down in the above mentioned RFP Document.**
- 5.2 NSIC will be solely responsible in all aspects to get the work done on time.
- 5.3 The work related to computerization is to be completed in such a way to have the following broad features:
 - Cross-verification is possible for Correctness/Completeness of Waqf Properties Data from various computer databases maintained at the state level, such as Revenue Departments, Local Bodies, etc.
 - Improving office efficiency and preparation of timely reports on various administrative matters pertaining to Waqf Properties.
- 5.4 CWC will impart preliminary training to 2-3 Key Executives of NSIC on the working of WAMSI On-line System & WAMSI-DMS System through System Implementer (NIC-PMU) 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.
- 5.5 The complete computerization activity will be carried out by NSIC. NSIC 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. Waqf Boards will provide the required working space and normal facilities required for this work.
- 5.6 Extracting of data, data entry, collection & digitizing of documents will be done by NSIC. It will be the sole responsibility of the NSIC to collect & arrange the Waqf Estate files in proper ordering Waqf ID-wise, in each Waqf Board Head Office, from where the data will be verified.
- 5.7 If required, NSIC on the direction of Waqf Boards will visit the actual site of the Waqf Properties to get the information with reference to Auqaf Register/Gazette Lists etc. Waqf Boards will provide the lists of Waqf Estates and/or Waqf Properties falling under each Sub-District (Block). Each Sub-District (Block) has to be covered in a single visit. Accordingly, Waqf Boards will provide the Travel Plan to NSIC to visit to such Sub-Districts (Blocks) along with Contact Details of Mutawallis/ Management Committees/ Administrators who are managing such Waqf Estates and/or Waqf Properties falling under such Sub-Districts (Blocks).
- 5.8 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 NSIC to CWC. Once go ahead given by CWC on the report of the designated nodal officer of State/UT Waqf Board to collect remaining information from various sources including field visits, the remaining details will be gathered by NSIC, which will be shared with CWC along with the experience gain in gathering such information. Once go ahead given by CWC, the required information will be entered by NSIC in the WAMSI Online System and WAMSI-DMS System.

- 5.9 **It will be the responsibility of NSIC to get the details verified from the designated nodal officer of the State/UT Waqf Board before entering into the WAMSI On-line System and WAMSI-DMS System.**
- 5.10 MIS Reports pertaining to progress at each SWB will be shared with CWC on monthly basis.
- 5.11 NSIC must engage the technically qualified person to carry out the work. The detail of such persons may be provided to CWC before the work is started in any Waqf Board.
- 5.12 NSIC shall nominate a Coordinator who shall be responsible for immediate interaction with the CWC so that progress of computerization work etc. could be smoothly carried-out without any disruptions.

6. **Applicable Law**

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealing /processing.

All other clauses not specifically mentioned in this Contract but are part of the RFP Document No. 55(1) 2009-CWC (CCF) shall be *ipso facto* applicable to this Contract and the Work Orders to be placed thereafter.

Kindly acknowledge the receipt and submit signed & stamped copy of each page of this Contract as a token of your acceptance within seven days from the date of issue failing which the offer will be treated as withdrawn.

Ali Ahmed Khan (Secretary)

P.S. Prem Anand (Sr. Branch Manager)

On behalf of

On behalf of

Central Waqf Council

The NSIC Ltd., Raipur Branch (CG)

New Delhi

Witness

Witness