



AW 870411

Agreement

Agreement No: CORD1KU/EIA/QP/220/01/16 Dated: 26-12-2015

This Agreement is executed on this 26th day of December, 2015 at Srinagar by and between Dr. Karan Singh, S/o late Maharaja Hari Singh R/o 3, Nyaya Marg, Chanakyapuri, New Delhi-110021, represented through his Son / Attorney Shri Vikramaditya Singh R/o 3, Nyaya Marg, Chanakyapuri, New Delhi-110021, duly authorized vide Special Power Of Attorney dated 26.03.2015. hereinafter referred to as the "Client"

And

The Centre of Research for Development (CORD), University of Kashmir (NABET accredited EIA consultant organization) through its Director, hereinafter referred to as "CORD"

Whereas the Client is planning to put up a Luxury Tented Camp under the name and style of "Karan Mahal Camp, Srinagar" upon his land situated in the Revenue Estates of Gupkar in Distt. Srinagar, Kashmir, J&K ;

And Whereas the Client desires to entrust the work relating to preparation of an "Environmental Report " to the Center of Research for Development, University of Kashmir within the allotted amount of of Rs.4,15,000/- (Rupees Four Lakh Fifteen Thousand only).

Whereas both parties mutually agree to undertake the work on the following terms and conditions:-

1. That the CORD undertakes to perform the work and to complete the project within the stipulated timeframe of **two months** from the date of execution of this agreement.
2. That the CORD shall submit the final "Environmental Report" covering the scope of assignment that shall comprise environmental studies (Identification, Prediction and

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Evaluation of Impact) related to Mobile Tented Accommodation proposed to be established in the Revenue Estates of Gupkar, near Dal Lake, Srinagar, including:

- Regional geology and structure of the catchment
- The location map of the proposed project
- Land use and land cover
- Study of soils of the area
- Water availability for the project
- Sewage discharge and management
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- Inventorisation of terrestrial wildlife and present status
- Land details
- Demographic profile
- Economic structure
- Development profile
- Impact of Project Activities on the Local Environment
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STANDARD + TREATMENT

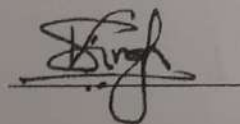
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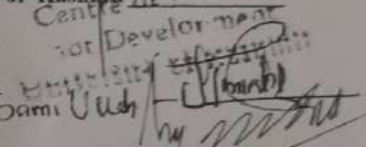
AW 870413

4. That the client agrees to make payment to the CORD, University of Kashmir as per the payment schedule given below:-
- a. 1<sup>st</sup> installment of 50% of the sanctioned budget with the sanction letter.
  - b. 2<sup>nd</sup> installment of 40% of the sanctioned budget on the submission of Draft Final EIA Report.
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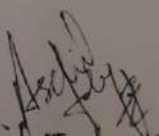
Client 

Witness:

CORD, University of Kashmir  
DIRECTOR  
Centre of Research  
and Development  
Witness:   
Dr. Sami Uddin

1. Name: VIKRAMADITYA SINGH  
2. Address: KARAM MAHAL

1. Name: Bilal Ahmad Khan Kani  
2. Address: 293-New colony  
Balwara Sgr Kan

  
1. Name: Dr. Anshul Jhaugii  
2. Address: Deptt of Env. & C  
University of Kashmir  
Jammu, Diche

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एनएचपीसी लिमिटेड  
(भारत सरकार का उपक्रम)

**NHPC Limited.**

(Schedule 'A' Govt. of India Enterprise)

(ISO 9001:2000, ISO 14001:2004 & OHSAS 18001:2007 Certified)

दुलहस्ती पावर स्टेशन  
किसतवार जे एण्ड के. - 182206

Dulhasti Power Station  
Kishtwar (J&K)-182206  
Phone-01995-259354, 259832  
Telefax-01995-260361  
E-mail:- [dulhasti@rediffmail.com](mailto:dulhasti@rediffmail.com)

### COST & CONTRACT COMPLEX

NO: NH/BHEP/C&C/REC/W-13/2014/ 347

Dated: 07/06/2014

"Registered"

The Director,  
Centre of Research for Development,  
University of Kashmir,  
Srinagar - 190006 (J&K).

Sub: Letter of Award for the work of "Comprehensive Environment Impact Assessment (EIA) survey & studies of Bursar Hydroelectric Project (with Dam at Pakal and Power House at Lopara & Pakal) in District Kishtwar (J&K)"

- Ref: (i) This office NIT No. NH/BHEP/C&C/REC/NIT/W-13/2014/2891 dated: 04/04/2014.  
(ii) Corrigendum No: NH/BHEP/C&C/REC/W-13/2014/160 dated: 09/05/2014.  
(iii) Your letter No: BURSAR/HEP/EIA/CORD/KU/02-14 dated 23/05/2014.

Dear Sir,

For and on behalf of NHPC Limited (A Govt. of India Enterprise) Bursar HE Project, Kishtwar, the contract for the aforesaid work is hereby awarded to you on your quoted rates at a total cost of Rs. 41, 80,000/= (Rupees Forty One Lakh & Eighty Thousand Only) as per Annexure- I enclosed and on the terms and conditions mentioned below:

1. This notification of award will constitute the formation of the Contract until the formal Agreement is signed and further subject only to the furnishing of a performance Bank Guarantee of 10% (Ten Percent) of the Contract sum.
2. You shall have to attend the office of undersigned within 15(fifteen) days of issue of Letter of Award along with appropriate non-judicial stamp paper of Rs. 100/= of J&K State for execution of Agreement which will be signed only after the performance Bank Guarantee 10% (Ten Percent) i.e. Rs. 4, 18,000/= only is furnished. The performance Bank Guarantee shall be in the form of Bank Guarantee in favour of NHPC Limited, from an Indian Nationalized / Scheduled Bank of India payable at Kishtwar Code (4596) within 15(fifteen) days from issue of letter of award valid up to Nov-2016.
3. Time for Completion against aforesaid work (as a whole) is 18 (Eighteen) Calendar Months which shall be reckoned w.e.f. date of issuance of letter of award. If you commit default in the commencement of work by the schedule date, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract.
4. In the event of any typographical error(s) omission(s) found in this Letter of award, the interpretation of General Manager/Sr. Manager (C&C), DPS, Kishtwar based on the original document shall be binding upon the contractor.
5. Unless exempted, Statutory Taxes will be deducted as per rule as relevant for this work in the State of J&K.
6. For the scope of work, the Terms of Reference (TORs) of EIA & EMP studies as approved by MoEF for Bursar Hydro-Electric Project (as per EIA Notification, 2006 and subsequent amendments), are enclosed herewith. The Consultant shall also be responsible to undertake any other related study desired by MoEF during the process of EIA & EMP studies and Environmental Clearance.

whose assignment is to conduct comprehensive Environmental Impact Assessment (EIA) studies and to prepare detailed and comprehensive EIA & EMP Reports for Bursar Hydro-Electric Project on the basis of Terms of Reference (TORs) approved by Ministry of



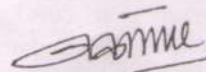
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Clearance of the Project from MoEF, GoI in accordance with the provisions of EIA Notification, 2006, its amendments and procedure / guidelines laid down by MoEF & other Central & State Govt. agencies in this regard from time to time.

8. In compliance to the point No. 4(iii) of the MoEF's letter of Prior Environmental Clearance, the EIA & EMP studies of Bursar H. E. Project have been proposed to be taken up considering Dam site at Pakal and surface Power House near Lopara village & another Dam Toe Power House at Pakal (as per Tentative Salient Features enclosed herewith).
9. In case of change of any Parameter of the Project like FRL etc. during the process of EIA & EMP studies, no additional payment shall be made to Consultant organization beyond the awarded value. However, in case of change of Dam site or Power House site with change in overall scope of the Project, it shall be decision of Engineer-in-Charge of Bursar H. E. Project.
10. The study must conform to the existing standard guidelines read with orders/circulars/policies of Central/ State Government governing such study/ plan issued from time to time.
11. The work should be executed in accordance with the directions of Hon'ble Supreme Court and existing rules / guidelines of MoEF in concerned with protected areas / National Park etc.
12. **Number of Copies each of EIA & EMP Reports & Executive Summary required :-**

The Consultant organization carrying out the EIA & EMP studies shall submit following minimum number of copies (original / coloured) of EIA & EMP Reports alongwith Executive summary (in English & Urdu Vernacular language whenever required):-

  - i) Initial Draft EIA & EMP Reports for scrutinization / Review & correction by NHPC:- 05 Sets
  - ii) Draft EIA & EMP Reports alongwith Executive Summary in English & Urdu Vernacular language (after review & scrutinization by NHPC ) before Public Hearing :- 25 Sets
  - iii) Supplementary EIA & EMP Reports (after Public Hearing) :- 05 Sets (if required), on intimation of Engineer -in- Charge of Bursar H. E. Project
  - iv) Final EIA & EMP Reports alongwith Executive Summary (accepted by NHPC):- 25 Sets
  - v) Soft copies of EIA & EMP Reports & Executive Summary thereof as mentioned above, shall also be submitted with every revision.
  - vi) Any additional copy of above reports, if required, shall be submitted by the Consultant organization, on intimation of Engineer-in-Charge, for which the actual charges may be reimbursed on submission of bill by the Consultant.
13. The Consultant Organisation shall provide the following documents within a period of 15 days from the date of issue of this letter of award.
  - i) Valid supporting document/ Certificate w.r.t. accreditation / provisional accreditation with QCI/NABET as per MoEF's scheme
  - ii) Valid document in support of the exemption of taxes / duties to the consultant organization, if any.
  - iii) Copy of other necessary documents like PAN / TIN
  - iv) Copy of any other document as may be requisite & desired by NHPC during the process of Contract
14. The travel lodging, boarding or any other expenses for field studies, field surveys, site visits, attending public hearing meetings/meetings with officials of State Pollution Control Board or any other office of the State or Central Govt. etc. during the process of EIA & EMP studies, shall be directly borne by the Consultant Organisation. However, NHPC may provide the accommodation facilities in their Field. Hostels/ Transit Camps/ Guest Houses on the nominal charges, subject to availability. Further, the local transport to the last motorable point of the Project site, for field surveys, may be provided by NHPC, as per availability.
15. Copy of insurance policy covering the labourers / workmen (engaged if any) for the above work be produced to the Engineer-in-charge.





(17)

Annexure-I

S.No.	Description of item	Unit	Qty.	Rate	Amount
1.	Comprehensive Environment Impact Assessment (EIA) survey & studies of Bursar Hydroelectric Project (with Dam at Pakal & Power House at Lopara & Pakal) in District Kishtwar (J&K), preparation of detailed & comprehensive Environment Impact Assessment (EIA) & Environment Management Plan (EMP) Reports thereof, Public consultation / successful completion of Public Hearing, submission of final EIA & EMP Reports and <u>obtaining of Environmental Clearance of Project from MOEF, Government of India in accordance with provision of EIA notification, 2006 and its amendments and procedure / guidelines laid down by MOEF and other Central and State Government agencies in this regard from time to time (Complete job in all respects).</u>	Job	01	4180000.00	41,80,000.00
	<b>Total</b>				<b>41,80,000.00</b>

(Rupees Forty One Lakh &amp; Eighty Thousand Only)

*G. Ramul*  
07/06/14  
Sr. Manager (C&C)

## AGREEMENT DEED

Agreement No: SDA/KU/01/14

Dated: 23/10/2014

This Agreement is executed on this the 23-10-2014 at Srinagar by and between Government of Jammu and Kashmir through Chief Executive Officer, Sonamarg Development Authority (Tourism and Culture Department, Civil Secretariat, Srinagar), hereinafter referred to as the "as party No 1"

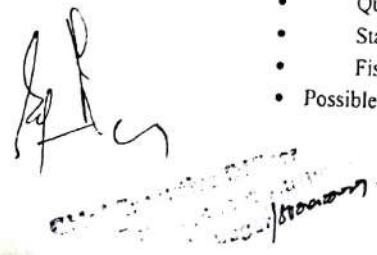
And

The University of Kashmir through its Coordinator, EIA Projects, and Centre of Research for Development hereinafter referred to as "as party No. 2"

Whereas the Government desires to entrust the project work relating to "Preparation of **"Environmental Impact Assessment (EIA)"** to the Center of Research for Development, University of Kashmir within the allotted amount of Rs.27.50 Lakh.

Whereas both parties mutually agree to undertake the work on the following terms and conditions:-

1. That the University undertakes to perform the work and to complete the project within the stipulated time frame work of **twelve months** from the date of execution of this agreement by way of reasonable technical skills, care and diligence.
2. That the University of Kashmir shall submit the final project of **"Environmental Impact Assessment (EIA)"** within the scope of assignment that shall comprise of :-
  - a. Preparation of **"Environmental Impact Assessment (EIA)"** using latest GIS plate such as satellite imaginary data, contour mapping, spatial and non-spatial data.
  - b. Physical area to be covered shall be entire geographical area of Sonamarg Development area.
  - c. EIA Plan will be prepared keeping in view the needs and priorities of Sonamarg area.
  - d. The final project report shall present the specific project proposal for implementing EIA amongst other things, the information on:-
    - I. Geological and Geophysical Aspects:
      - Geography & physiographic of the project area.
      - Regional Geology and structure of the project area and its surroundings.
      - Seismic status of the area.
      - Elements of Tourist Attraction.
      - Climate of the area
    - II. Remote Sensing Studies of the Direct and Indirect Impact Zones.
      - Land use and land cover mapping.
      - Drainage pattern/ map.
      - Geophysical features, slope and relief
      - Status of Forest Cover
      - Classification of Build-up Land Use with special reference to Distribution Pattern of Existing Tourist Infrastructure Amenities
    - III. Biological Resources of the Areas
      - a. Flora and Fauna
        - Vegetation profile and distribution pattern of terrestrial fauna
        - Endemic, rare, endangered and threatened species
        - Ecological aspects of the catchment Impacts on the Flora and Fauna
      - b. Aquatic Ecology
        - Quality of Surface and Ground water
        - Status of Aquatic flora and fauna
        - Fish and Fisheries
        - Possible Impacts of the developmental plan on the Water quality and aquatic life.





Government of Jammu & Kashmir  
Addl Pr. Chief Conservator of Forests/OSD  
Wullar Conservation and Management Project

The Director,  
Centre of Research for Development,  
University of Kashmir,  
Srinagar.

No: - OSD/Wullar/WP/12/112-113

Dated: - 03 07-2012.

Subject: - Rapid EIA of Wullar Lake Management.

Sir,

Your proposal dated 28-07-2011 with reference to letter No. FST/Plan-6/2005-II dated 24-05-2011 was discussed with Dr. Yousuf and Dr. Kaul advisor, Ministry of Environment & Forests Govt. of India on 2<sup>nd</sup> July 2012. It was agreed upon that new proposal for rapid EIA of Wullar Lake will be prepared by using secondary level data. The revised proposal will be within financial limits of Rs.20.00 lac. (Rupees Twenty lacs) and time frame of six months you are kindly requested to send revised proposal within a week's time.

Yours faithfully.

Addl. Pr. Chief Conservator of Forests/ OSD,  
Wullar Conservation and Management Project

Copy to:-

1. Commissioner/Secretary to Govt., Forest Department for information. This has reference to his letter No. FST/Plan-6/2005-II dated 24-05-2011.



**OFFICE OF THE EXECUTIVE ENGINEER,  
YOUSMARG DEVELOPMENT AUTHORITY**

No: - EE/YDA/2012-13/02-83

Dated: - 17/04/2012

The Director,  
Centre of Research for Development (CORD),  
University of Kashmir.

Sub.: Conduct of Environment Impact Assessment (EIA) and Comprehensive Environment Management Plan (EMP) for Yousmarg Development Authority.

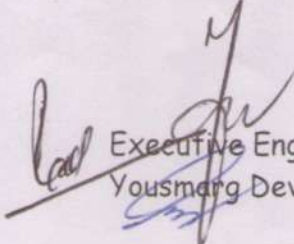
Ref.: This Office letter No. EE/YDA/2011-12/39-45 Dated 28-03-2012

Sir,

Enclosed kindly find herewith three copies of agreement for the above noted work prepared by this Authority. The Agreement has been signed by the undersigned and is submitted to you for your signature.

As such it is requested that after signing the agreement, two copies of the same may be returned to this office for record and reference.

Yours Faithfully

  
Executive Engineer,  
Yousmarg Development Authority,

Copy to:  
Chief Executive Officer, Yousmarg Development Authority for information.

0/c



P.W.D. 25 Double

**JAMMU AND KASHMIR GOVERNMENT****P.W.D FORM OF CONTRACT****YOUSMARG DEVELOPMENT AUTHORITY** Division

Agreement No. ....

To Prof. A.R. Yousuf

/2012

Co-Ordinator, EIA Project

Dated .....

University of Kashmir

You are hereby authorized and directed to execute the work mentioned below, in strict accordance with the conditions mentioned in the agreement as Annexure "A".

Allotment No. EE/YDA/2011-12/839-45 Dated 28/03/2012

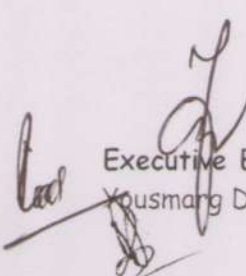
Name of work Conduct of Environment Impact Assessment (EIA) study and comprehensive Environment Management Plan (EMP) for Yousmarg Development Authority.

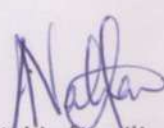
Allotted Cost of Work 27.50 lacs (Rupees Twenty Seven Lacs & Fifty Thousand only)


The Co-Ordinator, University of Kashmir, EIA projects agrees to execute the work at the rates given at Annexure (A) and further agrees to complete the same within 12 months in all respects strictly in accordance with the terms and conditions as laid in annexure "A" Date of Start of Work shall be reckoned within 07 days from the date of issue of allotment.

Time of completion: 12 (Twelve) Months

The agreement drawn/accepted on the rates and quantity shown in the enclosed annexure in 3 leaves

  
Executive Engineer,  
Yousmarg Development Authority

  
Prof. A.N. Kamili  
(Director, CORD)  
University of Kashmir

  
Prof. A.R. Yousuf  
(Co-ordinator, EIA Project)  
University of Kashmir



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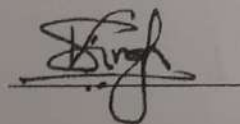
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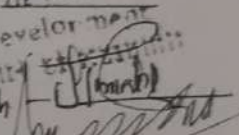
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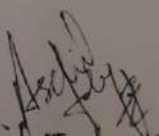
Client 

Witness:

CORD, University of Kashmir  
DIRECTOR  
Centre of Research  
and Development  
Witness:   
I. Dr. Sami Uddin

1. Name: VIKRAMADITYA SINGH  
2. Address: KARAM MAHAL

1. Name: Bilal Ahmad Khan Kani  
2. Address: 293-New Colony  
Balwara Sgr. Kani

  
1. Name: Dr. Arshad Jhaugri  
2. Address: Deptt of Env. & C  
University of Kashmir  
Jammu, Biche



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