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INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

Certificate No.

: IN-JK89678675991574X

Certificate Issued Date

: 06-Nov-2025 11:47 AM

Account Reference

: NEWIMPACC (SV)/ jk12519504/ JAMMU/ JK-JM

Unique Doc. Reference

: SUBIN-JKJK1251950464089712548637X

Purchased by

: MD AMRUT 2

Description of Document

: Article 5 Agreement or Memorandum of an Agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

: 0
(Zero)

First Party

: URBAN DEVELOPMENT HUDD

Second Party

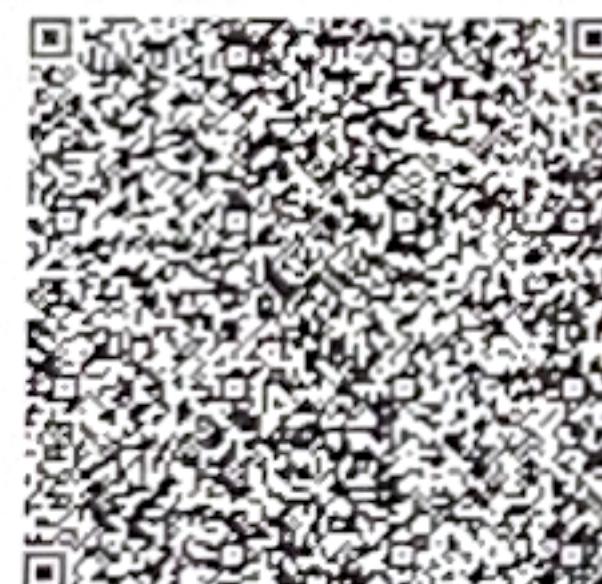
: GURU RAM DASS SCHOOL OF PLANNING GNDU AMRITSAR

Stamp Duty Paid By

: URBAN DEVELOPMENT HUDD

Stamp Duty Amount(Rs.)

: 100
(One Hundred only)



₹100

SANDEEP SINGH
Stamp Vendor
Licence No. 329
Nehru Market, Sector No. 12

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

Contract Agreement
For
Formulation
**of GIS -based Master Plans for Kathua
Samba, Udhampur, RS Pura and Doda**
Towns on Nomination Basis

**Housing and Urban Development Department,
Through
AMRUT 2.0 State Mission Directorate,
Government of UT of Jammu & Kashmir**

And
**AMRUT Centre of Urban Planning for Capacity Building,
Guru Nanak Dev University, Amritsar, Punjab**

CONTRACT AGREEMENT

THIS AGREEMENT made on this 30th day of December, 2025:

BY AND BETWEEN

AMRUT Centre of Urban Planning for Capacity Building, Guru Nanak Dev University, Amritsar is having its principal office at Guru Nanak Dev University, Amritsar -143005, hereinafter referred to as the "**Service provider**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns). The University was established on November 24, 1969 and is functioning as both a residential and affiliating institute.

AND

Housing and Urban Development Department (HUDD), Government of UT of Jammu and Kashmir, acting through **AMRUT 2.0 State Mission Directorate, Government of UT of Jammu & Kashmir** with its office at **Civil Secretariat, Srinagar/Jammu**, hereinafter referred to as the "**Client**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

WHEREAS:

- The Client intends to undertake following assignments:
 1. Preparation of GIS based Master Plan of Kathua Town
 2. Preparation of GIS based Master Plan of Samba Town
 3. Review of GIS based Master Plan of Udhampur Town
 4. Preparation of GIS based Master Plan of RS Pura Town
 5. Preparation of GIS based Master Plan of Doda Town
- The Service provider "**AMRUT Centre of Urban Planning for Capacity building, Guru Nanak Dev University**", has expressed interest and agreed to undertake herein above-mentioned assignments in view of its national expertise in Urban and Regional planning.
- The Service provider is willing to provide technical services for the preparation, update, and formulation of recommendations in accordance with professional standards and in conformity with the objectives outlined by the Client under the AMRUT 2.0 framework.
- **The Housing and Urban Development Department (HUDD), through AMRUT 2.0 State Mission Directorate, Government of UT of Jammu & Kashmir** on acceptance of the aforesaid proposals of the Service provider, awarded the Services to the Service provider vide its Letter no. CCB-852 dated: 20.09.2025 to Commissioner Secretary to Government Jammu & Kashmir and reference no. MD AMRUT 2.0/305/310 dated: 22/09/2025 Subject: Letter of Intent "LOI" for engagement for preparation of the GIS based Master Plans for Kathua, Udhampur, Samba, RS Pura and Doda under AMRUT 2.0 on Nomination Basis
- In pursuance of the LOI, the parties have agreed to enter into this Agreement.

Now therefore, the parties hereto hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires or supplemented:

- a) "Additional Services" means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Service Provider only after receiving a written communication from the Client.
- b) "Applicable Law(s)" shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.

- c) "Assignment" shall mean the Services to be provided, carried out and/or performed by the Service Provider as provided in the scope of services, under the Terms of Reference
- d) "Affiliate" or "Associate" shall mean a body corporate or any other legal entity which is under the control of the Service Provider or does have control over the Service Provider, directly or indirectly.
- e) "Business Day" means a Day, other than Saturday and Sunday, on which banks in Jammu & Kashmir, UT are open for normal banking business.
- f) "Commencement Date" means the date specified in the Notice to Commence issued by the Client/Client's Representative to the Service Provider.
- g) "Service Provider"/"Agency"/Proprietor Firm/Firm/ institution means the person (legal or natural) who has been issued Letter of Intent (LOI) by the client and who has entered into the Agreement with client to provide, carry out and perform the Services as per the scope of the Contract.
- h) "Contract Agreement" means the Service Agreement entered into between the Client and the Service Provider together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- i) "Contract Price" or "Service Fee/Service provider charges" means the sum stated by the Client in the Letter of Intent/award as payable to the Service Provider to provide, carry out and perform the Services, in accordance with the provisions of the Contract.
- j) "Contract Period" means the period of contract from the date mentioned in Notice to commence/proceed as defined in the SCC.
- k) "Competent Authority" means the agency or the person authorized by Housing & Urban Development Department, Government of UT of Jammu & Kashmir, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations.
- l) "Day" means calendar day and "year" means 365 days.
- m) "Client" means Housing and Urban Development Department, (HUDD), a government office under the Government of UT of Jammu & Kashmir and includes its successors(s) in interest and permitted assigns.
- n) "Final Clearance" means the final clearance given by the Client upon successful completion of all the Services as specified in Scope of Services.
- o) "GCC" means this General Conditions of Contract;
- p) "Government" means the Government of UT of Jammu & Kashmir and the Government of India as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- q) "Letter of Intent" means the formal acceptance of the bid/ proposal by the Client.
- r) "Party" and "parties" means the Client and the Service provider and "third party" means any other person or entity as the context requires.
- s) "Personnel" means persons engaged by the Service Provider to provide, carryout or perform the Services or any part thereof.
- t) "Performance of Services" means to provide, carry out and perform the services by the Service Provider in accordance with the Contract.
- u) "Project" means the work to be executed in the said contract.
- v) "Retention Money" means the aggregate of all moneys retained by the client as per Terms of Contract.
- w) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- x) "Services" means the Services to be provided, carried out and/or performed by the Service Provider under the terms of the RFP Document and the Contract.
- y) "Third Party" means any person or entity other than the Client and the Service Provider.
- z) "Writing" means any hand written, type written, or printed communication, including telex, Cable, facsimile, and e-mail transmission
- aa) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer or as extended by Employer.

1.2 HEADINGS AND MARGINAL NOTES

- 1.2.1 The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 INTERPRETATIONS

- 1.3.1 Words importing persons or parties shall include firms, corporations, institution and/or any legal entity or any organization having legal identity.

- 1.3.2 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.3.3 The capitalized terms used in the Agreement/ Contract shall have the meaning ascribed to it in the Definitions, unless the contrary is expressly stated; When any number of Days is prescribed in any document, same shall be reckoned with exclusion of the first day and inclusion of the last day;
- 1.3.4 Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; the Service Provider shall be provided with all relevant information in a timely manner and to ensure that it can execute and complete the Services within the time for execution of services.
- 1.3.5 The word "determine" means a determination made in the absolute discretion of the Person making the determination.
- 1.3.6 References to a gender shall include references to the female, male and neuter genders;
- 1.3.7 Reference to the words "includes" or "including" shall be construed without limitation;
- 1.3.8 All approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Client.
- 1.3.9 In the event of any disagreement or dispute between the Client and the Service Provider regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Service Provider.

1.4 SINGULAR AND PLURAL

Words importing the singular shall include the plural and vice versa where the context so requires.

1.5 NOTICES, CONSENTS, APPROVALS, CERTIFICATES AND DETERMINATIONS

- 1.5.1 Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be made in writing and the words "notify", "certify" or "determine" shall be made construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.
- 1.5.2 Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered Email, courier, whatsapp or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- 1.5.3 However, notices delivered by facsimile, email and whatsapp shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question.

2 SERVICES AND SUB-CONTRACTING

2.1 SERVICES OF CONTRACT

Service provider shall not, without the prior and express consent of the Client after discussion (which consent notwithstanding the provisions of Sub-Clause 1.5 shall be at the sole discretion of the Client), assign the Contractor any part thereof, or any benefit or interest therein or there under, to any person or otherwise

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3 CONTRACT DOCUMENTS

3.1 Language and Law

The English language only shall be used in the Contract documents and all official correspondence. Laws which shall apply to the Contract and according to which the Contract shall be construed shall be the laws of India.

3.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies/ inconsistencies the same shall be explained and adjusted by the Client/Client's Representative who shall thereupon issue to Service Provider instructions thereon and in such event, unless otherwise provided in the Contract, the following documents forming the Contract override the next below and following documents given hereunder in sequential order shall be as follows:

1. The Contract Agreement;
2. The Letter of Intent;
3. Special Conditions of Contract
4. General Conditions of Contract
5. Payment Schedule;
6. Term of Reference or Scope of Services

4 GENERAL OBLIGATIONS

4.1 Service Provider's General Responsibilities

- 4.1.1. Service Provider shall, with due care and diligence, prepare (to the extent provided for by the Contract) and complete the Services in accordance with the provisions of the Contract.
- 4.1.2. The Service Provider shall provide the Services and carry out and perform its obligation sheer under with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. Service Provider shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with any Third Party.
- 4.1.3. In addition to the above, Service Provider shall also comply with the provisions as mentioned in SCC.

4.2 Sufficiency of Bid

- 4.2.1 Service Provider shall be deemed to have based his Bid on the data made available by the Client and on his own inspection and examination, all as aforementioned.
- 4.2.2 The Service Provider shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the stages and milestones stated in the Scope of Services, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the deliverables, reports etc.) and all matters and things necessary for the proper completion of the Services.

4.3 Services to be in Accordance with Contract

Service Provider shall carry on, provide and/ or perform the services in accordance with the Contract to the satisfaction of the Client. Service Provider shall comply with and adhere strictly to the Client/Client Representative's instructions on any matter, whether mentioned in the Contract, or not touching or concerning the Services.

4.4 Service Provider's Employees

4.4.1 The personnel who are proposed by Service Provider to Perform the Services shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

4.4.2 And also, the personnel who are engaged by Service Provider to perform the Services shall have been physically examined and found fit for their performance of their duties, and their qualifications be acceptable to the Client.

4.5 Client/Client Representative at Liberty to Object

The Client/Client's Representative shall be at liberty to object and require Service Provider to remove forthwith from the Services any person provided by Service Provider who, in the opinion of the Client/Client's Representative, misconducts himself, or is incompetent or negligent in the performance of his duties, or whose presence on the Services is otherwise considered by the Client/Client's Representative to be undesirable, and such person shall not be again allowed upon the Services without the consent of the Client/Client's Representative. Any person so removed from the Services shall be replaced by competent person as approved by the Client/Client's Representative. Opinion, however, shall be based on some tangible reason.

4.6 Language Ability of Service Provider's Staff

4.6.1 It is expected that Service Provider and his representative shall have adequate knowledge of English, Hindi and local language so as to ensure proper transmission of instructions and information.

4.6.2 A reasonable proportion of Service Provider staff shall have working knowledge of Hindi and English.

4.7 Other obligations

- a) The main objective of the Services is to provide, carry out and/or perform the Services as per the terms of the Contract.
- b) The Service Provider shall provide, carry out and perform the Services in accordance with the Scope of Work.
- c) The Service Provider shall study carefully the technical/other information's provided by the Client and shall visit the site as and when required. In the event that Service Provider becomes aware of any errors or doubts about the information and data provided, Service Provider shall notify in time in writing.
- d) The Service Provider shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their personal or employees at their own risk and responsibility. The prime responsibility rests with Service Provider for any of the tasks and activities that are performed by their personal or employees. Service Provider shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
- e) The Service Provider shall comply with all the provisions of law, rules, regulations and compliances applicable for the performance of the services.
- f) The Service Provider at all Stages shall coordinate with the other parties associated or appointed by the Client for these Services.
- g) The Service Provider shall designate at their cost a representative authorized to render decisions on behalf of Service Provider and to exercise the duties and obligations of Service Provider and to deal with matters in relation to the Services.
- h) The Service Provider shall be liable to Client for the Performance of Services in accordance with the provision of the Contract and for the losses suffered by Client, as a result of any failure or default of the Service Provider, its Agents or servants in Performance of Services.

4.8 Scope of Services

The Service Provider shall carry out, provide and perform the Services in terms of the scope of Services, as mentioned and in the manner provided in the Contract. Service Provider shall provide, carry out and/or perform the Service / Services as per the terms of this Contract. However, any change carried out in the

scope of the Services after the issuance of the Notice of Commencement shall be considered under Clause 16.

5 SERVICE PROVIDER's OBLIGATIONS

5.1 Compliance with Statutes, Regulations

Service Provider shall conform and comply in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- a) Any National or State Statute, Ordinance, or other Law, or any regulation, or by law of any local or other duly constituted authority in relation to providing, performing, carrying out and completion of the Services and the remedying of any defects therein
- b) Service Provider shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The team leader, Town Planner and surveyor so deployed by Service Provider shall remain under the control and supervision of Service Provider and Service Provider shall be liable for payment of their wages, EPF, ESI, Bonus etc., as applicable, and all other dues payable under various labour regulations and other statutory provisions. Service Provider shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service. And Service Provider shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provision.

5.2 Intellectual Property

In order to perform the Services, Service Provider must obtain at its sole account, the necessary licenses, permissions and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Client harmless and indemnify the Client from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights. All inventions, discoveries, improvements, copyrightable material, concepts, the final products, all documents, report, information, data etc. collected and prepared by Service Provider in connection with the scope of Services submitted to the Client shall be deemed to be the sole property of the Client and Service Provider hereby waives any right, title or interest, if any in the same, in favour of the Client.

- a) Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by the Client for carrying out of any Services with any third parties.
- b) Service Provider shall not without the prior written consent of the Client be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- c) The Service Provider's obligations under this Clause will survive even after expiration/termination of this Contract.

5.3 Conflict of Interest

Service Provider Not to Benefit from Commissions Discounts, etc.

5.4 Taxes and Duties

Unless otherwise specified in the SCC or any subsequent communication, the Service Provider shall pay such taxes, duties, cess, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been excluded in the Service Fees.

COMMENCEMENTS, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

5.5 Agreement Effective

The Agreement shall be effective from the date it comes into effect.

5.6 Commencement and Completion

The Services shall be commenced and unless terminated earlier shall be performed during the contract period or within the periods stated in the SCC subject to extensions in accordance with the Agreement.

5.7 Variations

- 5.7.1 The Agreement can be varied/ amended on application by either party by a written agreement executed by and between the parties.
- 5.7.2 No Price variation is allowed to Service Provider during Contract Period except that as provided in the SCC.

5.8 Further Proposals

If requested by the Client in writing, Service Provider shall submit proposals for altering the Services but within the scope of this Contract. The preparation and submission of such proposals shall be an Additional Services.

5.9 Changed Circumstances

If circumstances arise for which Service Provider is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Agreement, he shall promptly dispatch a notice to the Client. In these circumstances, if certain Services have to be suspended, or if the performance of certain Services has to be reduced, the Client and Service Provider will mutually decide the course of action to be taken under such circumstances

5.10 Extra Services/ Work

Upon the occurrence of circumstances such as force majeure or abandonment or suspension or resumption of Services or upon termination of the Agreement, any necessary Services or expense by Service Provider extra to the Normal Services shall be regarded as Exceptional Services with prior approval of the H&UDD.

5.11 Cessation of Rights and Obligations

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (ii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Service Provider, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

6 PAYMENT

6.1 Payment to the Service Provider

The Selected bidder's total remuneration shall not exceed the Contract Price and shall be affixed lump sum including all staff costs, Sub-service provider's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Service provider in carrying out the Services described in the scope of contract. The Client shall make the payments to Service Provider for the Services on the submission of Invoices in accordance with the terms and conditions and with the details as stated in payment schedule in Terms of Reference or as set forth in SCC.

6.2 Time for Payment

i. Amount due to Service Provider shall be paid within 30 days of the receipt of the invoice and accepted by the client.

6.3 Place of Payment

Payments to Service Provider by the Client shall be made into a bank account or accounts nominated by the Service Provider, or as may otherwise be agreed.

6.4 Terms and Conditions of Payments

Payments will be made to the account of SERVICE PROVIDER and according to the payment schedule stated in the SCC.

- 6.4.1 Final Bill and Statement at Completion Not later than 42 days after the issue of the Completion Certificate in respect of the completion of Services, Service Provider shall submit to the

Client/Client's Representative a Statement at Completion with supporting documents showing in detail, in the form approved by the Client/Client's Representative:

- a) The final value of all Services completed in accordance with the Contract up to the date stated in such Completion Certificate;
- b) Any further sums which Service Provider considers to be due; and
- c) An estimate of amounts which Service Provider considers will become due to him under the Contract. Estimated amounts shall be shown separately in such statement at Completion.

7 Resolution of Dispute

- 7.1 Any difference or dispute arising out of or in relation to the contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between/Client's Representative and the Authorised representative of the Service Provider. If they fail to resolve the dispute within 30 days, the H&UDD or MD of the Parties or the Senior Officers authorised by the Management of the respective parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- 7.2 In case of dispute is not resolved amicably by them within 30 days or in case of failure of amicable settlement, then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the H&UDD. The H&UDD will provide a list of three persons out of which Service Provider may select one who will be appointed as the sole Arbitrator.
- 7.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereof. The Award made by the sole arbitrator shall be final and binding on the Parties. The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and any amendments thereof. The venue of the arbitration shall be at Jammu/Srinagar. The Courts at, UT of Jammu & Kashmir shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

8 NOTICES

8.1 Notice to Service Provider

All certificates, notices or instruction to be given to Service Provider by the Client or the Client's Representative under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the Service Provider's principal place of business or such other address as Service Provider shall nominate for that purpose.

8.2 Notice to Client/ Client's Representative

Any notice to be given to the Client or to the Client's Representative under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the respective addresses nominated for that purpose in the Special Conditions of Contract.

8.3 Change in Address

Either party may change a nominated address to another address in the Country where the Services are being executed by prior notice to the other party, with a copy to the Client Representative, or the Client Representative may do so by prior notice to both parties.

8.4 Changes in the Constitution of Entity to be notified, in the case by partners, any change, prior to reconstitution notified by Service Provider to the Client/Client's Representative for his information well in advance. In that event, the parties shall decide how to continue the contract.

9 Changes in cost and Legislation

9.1 The Contract Price being exclusive of all taxes, duties, levies, GST etc. is a fixed cost contract. Service Provider shall be reimbursed payment of only new taxes if any freshly imposed by the legislator/likewise, appropriate deduction shall be made if any of the existing taxes are abolished or withdrawn.

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10 Fraud and corruption

The Service Provider have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Services, including the appointment of the Service Provider.

11 Confidentiality

The Service Provider shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, the information, documents, technical data, scripts, maps, plans, proposals and know-how given to him by the Client without the prior written consent of the Client. Service Provider further undertakes to limit the access to confidential information to those of its employees, Implementation partners who reasonably require the same for the proper performance of the Services provided however that Service Provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

12 Relationship of Parties

The relationship of parties under this Agreement is on "Principle to Principle basis". Service Provider shall provide, carry out and perform the Services under this Agreement, as an independent Service Provider. The execution of the Services or the performance of the Services under the contract shall not be construed to create or intend to create a partnership, or a joint venture or Client employee relationship between the Parties. The employees of Service Provider shall always consider being the employees of Service Provider for all purposes whatsoever under this Contract and they shall not have any right or claim of employment against the Client.

13 Force Majeure

13.1 Definition

For the purposes of the Contract, "Force Majeure" means any event occurring due to Act of God, war, warlike conditions, Covid Lockdown or Covid Lockdown like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and/ or order by statutory and/ or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

13.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a, breach of, or default under the Contract in so far as such inability or failure arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

Payments

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, Service Provider for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

13.3 Suspension of Services by the Client due to Force Majeure or otherwise

If the Client suspends this Services through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify Service Provider in writing within thirty (30) days. When the Services is resumed within two (2) months and there are no modifications, the Contract shall continue to be in vogue, and the Service Fees shall not be changed. The Client shall provide for Service Provider a reasonable period of time for the resumption of the Services. In case the suspension is beyond two months period, the parties would mutually decide on the time for remobilization. The compensation to Service Provider would be mutually decided and agreed upon.

14 Governing Law

The law governing the Contract shall be Laws of India and courts at UT of Jammu & Kashmir shall have exclusive jurisdiction.

15 Modification

Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Service Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.

- 16 Service Provider's Actions Requiring Client's Prior Approval**, the Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:
- Changing the Program of activities; and
 - Any other action that may be specified in the SCC.

17 Reporting Obligations

- The Service Provider shall submit to the Client, the reports and documents specified in Contract agreement and number in the form and within the periods set forth in contract Document.
- The Services performed by Service Provider under the Contract may be reviewed by the Client. Service Provider shall submit all reports and documents as specified in Contract Document to the client.

18 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by Service Provider may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

19 Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the effective date of the Contract upto the period given in the SCC.

20 Service Provider's Personnel

The Service Provider guarantees that the proposed person of Service Provider as mentioned in Contract Document for this Services will be available throughout the duration of the Services. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the person, Service Provider shall at the Client's request specifying the grounds therefore, forthwith provide as a, replacement a person with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original person.

21 Obligations of the Client

21.1 Services and Facilities

- 21.1.1** The Client shall, on best effort basis, make available to Service Provider the information, documents and facilities required for satisfactory completion of this Service as may be available with it.

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- 21.1.2 The Client shall facilitate Service Provider by providing all the necessary support and arrangements to procure data and information.
- 21.1.3 The Client shall designate a representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Services.
- 21.1.4 The Client shall provide to Service Provider and/or its agents access to the Site for execution of Services under the Contract.

22 Defects/Lapses in performance of Services

The Client shall check the Service Provider's performance and notify him of any Defects and Lapses that are found. Such checking shall not affect the Service Provider's responsibilities. On receipt of such notice, Service Provider shall correct the same within the time period specified in the notice.

23 Service Charges

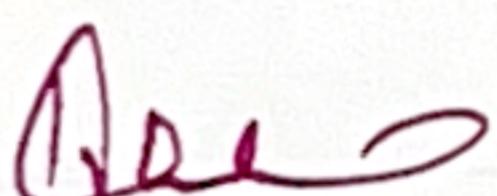
The Total Service fees is agreed upon mutually i.e. **Rs. 1,00,00,000/- (Rupees One Crore Only)** excluding Taxes for the **Formulation of GIS -based Master Plans for Kathua, Samba, Udhampur, RS Pura and Doda Towns on Nomination Basis.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

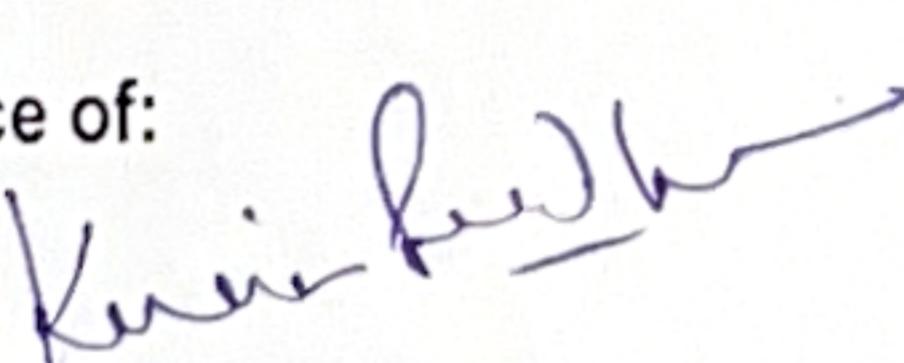
SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

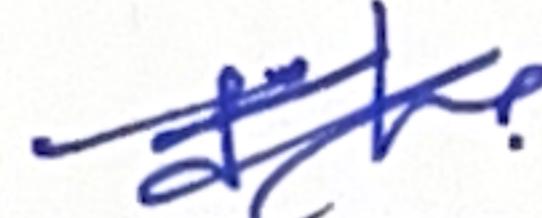
For and on behalf of Service provider

For and on behalf of Authority

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of Service provider - AMRUT Centre for Capacity building, Guru Nanak Dev University, Amritsar	For and on behalf of Client: Housing and Urban Development Department (HUDD) Through AMRUT 2.0 State Mission Directorate Government of UT of Jammu & Kashmir
Signature:  Name: K. Singh Chahal Designation: Registrar, Guru Nanak Dev University, Amritsar	Signature:  Name: Vikas Sharma Designation: JKAS, MD, AMRUT 2.0 Mission Director, AMRUT-2.0, Govt. of Jammu & Kashmir
Date: _____	Date: _____

In the presence of:


Witness 1: (Dr. Kirandeep Sandhu)
Deputy Team Leader,
Centre of Urban Planning for Capacity Building,
(AMRUT Funded Centre)
Guru Nanak Dev University, Amritsar


Witness 2: S. K. Sharma, Planner.
Chief Town Planner, Ong.
Town Planning Ong.
Jammu

24 SPECIAL CONDITIONS OF CONTRACT

- a. The Clauses and Sub-clauses under Special Conditions of Contract shall prevail over the relevant clauses and sub clauses of General Conditions of Contract, in case there are any inconsistency or discrepancies between the two.
- b. "Contract Period" means the period of contract i.e. Six Months commencing from the date of Notice to Commence/ Proceed which may be extended as per the requirement of the Client.
- c. The Client is:

d. Objectives of the Assignment

To undertake a **comprehensive periodical review**/preparation of

1. Preparation of GIS based Master Plan of Doda Town.
2. Preparation of GIS based Master Plan of R.S. Pura Town.
3. Preparation of GIS based Master Plan of Kathua Town
4. Preparation of GIS based Master Plan of Samba Town.
5. Review of GIS based Master Plan of Udhampur Town

25 Scope of Work/ Aspects of Coverage

The Service provider shall undertake the following key tasks:

1. Regional Setting Analysis
 - Demarcation/ Notification of Local Planning Area
 - Previous Influence Zone Demarcation
 - Regional Area Connectivity
 - Impact of Geo Strategic Locations
 - Assessment of catchment Areas – centripetal and centrifugal flows of goods
2. Historical Evolution
 - Its impact on contemporary structure and city characteristics
3. Physiography
 - Slope gradient analysis
 - topographical
 - soil- pedology
 - geological
 - hydrological
 - ground water
 - climatological etc.
4. Demographic and Socio Economic
 - Population and Growth Rate of Town
 - Population of surrounding villages in LPA
 - Population Density
 - Literacy Rate
 - Sex Ratio
 - Household Income of the Town
5. Land Cover and Land use Patterns
 - Landuse – Residential, Commercial, Industrial, Public- Semi Public, Mixed Landuse
 - Sprawls,
 - Land Utilization
 - Built up intensity and FAR,
 - Water bodies and drains
6. Urban Design and Aesthetics
 - Heritage,
 - City Landscaping or
7. Physical Infrastructure –
 - Water supply
 - Sanitation
 - storm water management,
 - Solid waste management
8. Social Infrastructure
 - Education
 - Health
 - Utilities and Services

- Recreation - Recreation and Sports – Grounds, sports activities (city and community level), Gardens, amphitheatres
9. Economic Revitalization
- Local Resource Base/ industrial/ commercial / agriculture/allied activities/ trade and commerce/ wholesale/retail
10. Tourism
- Adventure
 - Pilgrim
 - Cultural
11. Climate Change and Disaster Sensitive – Geostrategic Location, Disaster (floods) – Anthropology and Natural
12. Traffic and Transportation Systems
- Regional Road Network and circulation
 - Town Level road network
 - Nodes and Terminals
 - Freight
13. Housing and Shelter
14. Gender and Poverty
15. Environment and Ecology
- Pollution – Land, air and water
 - Urban Forest and Agriculture
 - Natural Resource Management
16. Governance and Finance, Legislation and Building byelaws, Administrative, Institutional Framework, DCR
17. Stakeholder Analysis, resource mobilization and implementation strategy

Project Completion Stages

- I. Inception Report
- II. Finalisation of Base Maps in consultation with Competent Authority of Jammu Region
- III. Vetting and Ground Truthing of the maps provided.
- IV. Review of Existing Master Plans
- V. Data Collection and surveys
- VI. Situation Assessment and Data Analysis
- VII. Stakeholders Consultation by organizing workshops/ meetings with Municipal Committee concerned
- VIII. Planning & Policy Review
 - Review statutory framework, development control, zoning regulations
 - Proposed rationalization or amendment as needed.
- IX. Interim Report.
- X. Demarcation of Local Planning Area and Urbanizable Boundaries
- XI. Completion of listed Study Aspects
- XII. Review Policy Documents and Propose suggestions
- XIII. Preparation of Draft proposals and Reports
 - Landuse Proposals
 - Aspect wise Plans
 - Proposed DCR and statutory Framework
- XIV. Final Reports of GIS based Master Plans
 - Detailed Proposals in GIS based maps
 - Incorporating stakeholders' consultation feedback
 - Digital Maps & Planning proposals on GIS & CAD formats.

Deliverables

- 1) Inception Report
- 2) Interim Report
- 3) Draft Master Plan Report
- 4) Final Master Plan Report

All reports will be submitted in **3 hard copies** and **soft copy** (PDF, .shp/.dwg/.xlsx/.docx formats).

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26.1 Professional Fee and Payment Terms

The total consultancy fee payable shall be **Rs. 1,00,00,000/- (Rupees One Crore Only)** exclusive of all taxes. The breakup of the Service Provider fee in terms of each assignment is as under:

S. No.	Name of work	Fee
1.	Preparation of GIS based Master Plan of Kathua Town;	Rs. 20,00,000/-
2.	Preparation of GIS based Master Plan of Samba Town;	Rs. 20,00,000/-
3.	Review of GIS based Master Plan Udhampur Town	Rs. 20,00,000/-
4.	Preparation of GIS based Master Plan RS Pura Town	Rs. 20,00,000/-
5.	Preparation of GIS based Master Plan Doda Town	Rs. 20,00,000/-

27.1 STAGES/TIME FRAME/PAYMENT SCHEDULES

Sl. No.	Stage Report	Schedule	Cumulative Time Period	Payment Schedule
i)	Inception Report	15 days from date of award	T+15	Nil
	Provision of base maps	15 days from date of submission of inception report	T+30	
	Updation and Ground truthing of spatial attribute data and Base Maps	15 days from base map collection	T+45	10% of the total allotted cost
ii)	Interim report: and Socio-economic data collection and analysis	30 days from date of approval of Base Map	T+60	15% of the total allotted cost
iii)	Projected Requirements, Issues/Problems, Potentials and brief proposal	30 days from date of approval of Data Analysis Report	T+90	20% of the total allotted cost
iv)	Submission of Draft Master Plan	30 days from date of approval of Projected Requirements, Issues & Potentials	T+120	25% of the total cost would be payable on approval of draft master plan
v)	Seeking of objections/suggestions from the general public and their addressal / hearing thereof	45 days	T+165	Nil
vi)	Submission of Final Master Plan after incorporating the sustainable suggestions and recommendations by the board of enquiry constituted for addressal/hearing of objections / suggestions.	15 days from the date of receiving feedback from the Client	T+180 days	25% of the total cost would be payable on approval of Final Master Plan
vii)	Handling support for the period of one year	265 days after the notification of Master Plans	T+445 days	5% of the total cost

All payments shall be made within 30 days of invoice and subject to satisfactory submission.

27.2 OTHER CONDITIONS OF PAYMENT

- i. No separate TA/DA would be payable in addition to Service Provider fee.
- ii. The TDS and other taxes as applicable under the law would be excluded by the Client from the amount payable as Service provider fee.

27.3 Responsibilities of the Client

- Facilitate access to relevant departments and local bodies
- Share existing Master Plan documents and GIS base layers
- Coordinate with line department, Municipal Committees, and District Administration and other concerned committees of Kashmir Division.
- Provide administrative support for local workshops/meetings
- The objections/ suggestions on the submitted reports must be forwarded to the Service Provider within 15 days, if the same is not received within the stipulated time, the contents of the submitted reports shall be considered as approved.

27.4 Responsibilities of the Service provider

- Deploy a core team of qualified urban planners, GIS experts, transport engineers, and environmental planners
- Ensure quality and timely submission of deliverables
- Maintain confidentiality of government-shared data
- Incorporate stakeholder feedback into final proposals

27.5 Contract Period

This agreement shall remain valid for a period of **six (6) months** from the date of signing or until final acceptance of deliverables, whichever is earlier. Date of commencement of work shall be the date of signing the agreement.

27.6 Termination

By Notice of the Client. The Client shall have the right to terminate/Discontinue the Contract, by giving not less than 30 (thirty) days' written notice of termination to the Service Provider; on the following grounds.

- a) If Service Provider does not remedy or cure a default/ failure in the performance of the Services under the Contract, within a period of 10 (ten) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- b) If, as the result of Force Majeure, Service Provider is unable to perform a material portion of the Services for a continuous period of not less than 30 (thirty) days.
- c) If Service Provider fails to comply with any final decision reached as a result of arbitration proceeding;
- d) If Service Provider submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which SERVICE PROVIDER knows to be false;
- e) If the Service Provider, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- g) In case Service Provider does not perform the Services as per the Contract.
- h) If the Client considers that Service Provider is without any valid reason act discharging his obligations, he can inform Service Provider by notice stating the grounds for the notice. If a satisfactory reply is not received within fifteen (15) days thereof. Upon earlier termination of the Contract, Client shall make the payment to Service Provider on proportionate basis for the services satisfactorily rendered or performed by Service Provider up to the date of Notice of Termination.

27.7 Jurisdiction

This Agreement shall be governed under the laws of the **Union Territory of Jammu and Kashmir**, and courts located at **Jammu or Srinagar** shall have exclusive jurisdiction.

For and on behalf of Service provider	For and on behalf of Authority
<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of Service provider - AMRUT Centre for Capacity building, Guru Nanak Dev University, Amritsar</p> <p>Signature: _____</p> <p>Name: Karamjit Singh Chahal</p> <p>Designation: Registrar Guru Nanak Dev University Guru Nanak Dev University, Amritsar</p> <p>Date: _____</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of Client: Housing and Urban Development Department (HUDD) Through AMRUT 2.0 State Mission Directorate Government of UT of Jammu & Kashmir</p> <p>Signature: _____</p> <p>Name: Vikas Sharma</p> <p>Designation: Mission Director JKAS, MD, AMRUT 2.0 Govt. of Jammu & Kashmir</p> <p>Date: <u>30.12.25</u></p>

In the presence of:

Kirandeep Sandhu
Witness 1: (Dr. Kirandeep Sandhu)
Deputy Team Leader,
Centre of Urban Planning for Capacity Building,
(AMRUT Funded Centre)
Guru Nanak Dev University, Amritsar

S. K. Sharma
Witness 2:

S. K. Sharma
Chief Town Planner,
Town Planning Org.
Jammu.