



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006  
Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

### Fresh Notice Requesting for Proposals

Reference No.: RFP/LD-II/01 of 2017-18

Dated: 12.05.2017

The J&K Lakes and Waterways Development Authority, Srinagar, (J&K LWDA), on behalf of Government of Jammu & Kashmir invites proposals from eligible consultants for:

S.No	Name of work	Earnest Money in (Rupees).	Tender fee (in Rupees)	Time of Completion.
1	<i>Preparation of Detailed Project Reports (DPR) for Restoration and Management of Gilsar &amp; Khushalsar Lakes at Srinagar in J&amp;K.</i>	75000.00	5000.00	One year
2.	<i>Preparation of Detailed Project Reports (DPR) Restoration and Management of Anchar Lake at Srinagar in J&amp;K.</i>	125000.00	5000.00	One year

The online bidding schedule is as under:-

#### Online Bidding schedule:-

01.	Date of publication of tender notice.	12.05.2017 : 10 AM
02.	Start date of down loading of bid documents.	13.05. 2017 : 10.00 AM
03.	Receipt of enquiries end date	15.05. 2017 : 10.00 AM
04.	Replies end date	08.06. 2017 : 04.00 PM
05.	Bid submission start date	09.06.2017 : 10.00 AM
06.	Bid submission end date	13.06.2017 : 04.00: P.M
07.	Deadline for receiving hard copy of original Tender fee & Earnest money; (in the prescribed form); self-attested photocopy of valid Registration, PAN/TIN, Tax Clearances latest, experience and profile documents of the company.	16.06.2017: 04.00: P.M in the office of the :- 1. <b>Vice Chairman, J&amp;K Lakes and Waterways Development Authority Srinagar, Miskeen Bagh Khanyar Srinagar, Kashmir India.</b> 2. <b>J&amp;K Resident Commission, 5 Prithvi Raj Road New Delhi 110003, India</b>
08.	Date and time of opening of bids on line.	19.06.2017 02.00 PM
09.	Tender inviting authority.	Executive Engineer Lake Div.2nd J&K LWDA STP Hazratbal
10.	Tender Receiving/ Opening Authority.	Vice Chairman, J&K LWDA Miskeen Bagh Khanyar Srinagar, Kashmir India; email:vclwda@yahoo.com, phone: 0194-2451073
11.	Earnest Money in the shape of CDR /FDR	Pledged to Financial Advisor and Chief Accounts Officer, J&K LWDA Miskeen Bagh Khanyar Srinagar, J&K payable at Srinagar.
12.	Tender fee in the shape of Demand Draft	In the name of Financial Advisor and Chief Accounts Officer, J.&K LWDA Miskeen Bagh Khanyar Srinagar, J&K payable at Srinagar.



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### ***Position of funds: Demanded.***

#### **1. Instructions for bidders:-**

- a. The RFP Consisting of qualifying information, eligibility criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of contract and other details can be seen/downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the given bidding schedule.
- b. The bids shall be deposited in electronic format on the website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the given bidding schedule.
- c. The complete bidding process will be on line.
- d. Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" from website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint bid submission process.
- e. To participate in bidding process, bidders have to get Digital Signature Certificate (DSC) as per information Technology Act-2000. Bidders can get digital certificate from any approved vendors.
- f. In case of unavoidable circumstances like Hartal / Curfew/ Restrictions on the day scheduled for their receipt , the hard copies can be submitted on next working day during office hours.
- g. Outstation bidders can also deliver the hard copies at **J&K Resident Commission, 5 Prithvi Raj Road New Delhi 110003, India** and in such case the tender inviting / receiving authority must be informed telephonically or by email.
- h. The bidding process will be in two covers and the bidder has to upload the scanned copies following documents necessarily:

#### **1.1 COVER 1ST. (Technical cover):-**

- i. Registration/ Accreditation certificate of the consultant.
  - ii. Earnest Money and Demand draft.
  - iii. PAN/TIN/Sales / Service Tax Clearance Certificate issued by competent Authority.
  - iv. Documents pertaining to experience, CVs and other company profile documents required for qualification in accordance detailed bidding document.
  - v. Self-evaluation of points / score.
  - vi. Authorization letter of the representative for signing the documents on behalf of consulting firm.
- **The scanned copies/ text files of the above documents are to be uploaded up to the scheduled time and date. The hard copies of scanned uploaded documents along with original Tender fee, Earnest money deposit and other required documents shall be submitted to tender receiving authority as per bidding schedule given above. The documents submitted as hard copy must be self-attested by the bidder with seal and signature. Only those papers of experience which are irrelevant to this project may be uploaded. Additional information which the consultant wishes to provide beyond that may be included in the hard copies.**

#### **1.2 Cover 2nd. (Financial Cover):-**

**B. O. Q. To be downloaded from the web site [www.jktenders.gov.in](http://www.jktenders.gov.in).** and subsequently uploaded duly filled with rate up to the scheduled time and date as per the given bidding schedule.

- 1.3 Bidders are advised not to make any change in BOQ (Bill of quantities) contents. In no case they should attempt to create similar BOQ manually. Only the downloaded BOQ should be



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- used for filing the item rate and it should be saved with the same file name as it contains.
- 1.4 Financial bid to be uploaded only and not to be submitted or included in the shape of hard copy.
  - 1.5 The department will not be responsible for any delay in online submission/submission of hard copies due to any reasons.

**Basharat Jeelani Kawoosa**  
**Executive Engineer,**  
Lake Division 2<sup>nd</sup>

**No; LD-II/383-404**

**Dated: 12.05.2017.**

**Copy to the:-**

1. Commissioner/ Secretary, J&K HUDD, Civil Secretariat Jammu.
2. Vice Chairman, Lakes and Water ways Development Authority Miskeen Bagh Srinagar.
3. Superintending Engineer, Lakes and Water ways Development Authority Miskeen Bagh Srinagar. This is with reference to his No: LDA / SE / CF /1596 dated: 10.03.2017.
4. Joint Director (P&S) Housing and Urban Development Department for uploading the NIT on departmental website, as per his letter No. HUD/Plan/53/2014-AF dated: 1.1.2015.
5. Secretary, J&K Resident Commission 5 Prithvi Raj Road New Delhi.
6. The Secretary, Lakes and Water ways Development Authority Miskeen Bagh Srinagar.
7. The FA and CAO, Lakes and Water ways Development Authority Miskeen Bagh Srinagar.
8. Director Radio Kashmir through SABA Advertising agency (R) Abdullah Bridge Rajbagh Sgr. for broad casting the enclosed gist of the NIT on AIR once immediately.
9. Dy. Director Information Department Srinagar with the request that the gist of the NIT may kindly be got published in two leading local Newspapers (Particularly Greater Kashmir & Aftab) and one prominent national daily immediately in view of the instructions recently issued by the State Vigilance Commission to have the NITs published in leading newspapers for wide publicity.
10. Executive Engineers, Lake Division 1<sup>st</sup> JK LWDA Sgr.
11. Executive Engineers, Mech. Division JKLWDA Sgr.
12. Executive Engineers, I/C R & M Wing JKLWDA Sgr.
13. Executive Engineers, Water shed Manager JKLWDA Sgr.
14. Asstt. Executive Engineer East Sub-Division Lake Division 2<sup>nd</sup>.JKLWDA Srinagar.
15. Asstt. Executive Engineer West Sub-Division Lake Division 2<sup>nd</sup>.JK LWDA Srinagar.
16. Assistant Accounts Officer, Lake Division 2<sup>nd</sup>. JK LWDA Srinagar.
17. Head Draftsman Lake Division 2<sup>nd</sup>. JK LWDA Srinagar.
18. Head Assistant Lake Division 2<sup>nd</sup>. JK LWDA Srinagar. .
19. Notice Board.
20. M / S Wizkid Consulting and financial Service Pvt. Ltd. Sec / ward 53 Gurgoan Haryana.
21. Kintex solution Pvt. Ltd. Bangluru 560010.
22. Rodic Consultants Pvt. Ltd. Cyber City Gurgoan --122002

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2. The bids shall be deposited in electronic format on the website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the above bidding schedule. The hard copies of scanned uploaded documents along with original Tender fee, Earnest money deposit and other required documents shall be submitted to tender receiving authority as per bidding schedule given. The documents submitted as hard copy must be self-attested by the bidder with seal and signature.
3. In case of unavoidable circumstances like Hartal / Curfew/ Restrictions on the day scheduled for their receipt , the hard copies can be submitted on next working day during office hours.
4. Outstation bidders can also deliver the hard copies **at J&K Resident Commission, 5 Prithvi Raj Road New Delhi 110003, India** and in such case the tender inviting / receiving authority must be informed telephonically or by email.

*Sd /*

**Basharat Jeelani Kawoosa**

**Executive Engineer,**

Lake Division 2<sup>nd</sup>.

**No; LD-II/383-404**

**Dated: 12.05.2017.**

Copy to the:

- 1/ Dy. Director Information Department Srinagar with the request that the gist of the NIT may kindly be got published in two leading local Newspapers (Particularly Greater Kashmir & Aftab) and one National Paper in view of the instructions recently issued by the State Vigilance Commission to have the NITs published in leading newspapers for wide publicity.

**Executive Engineer,**

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2.	<i>Preparation of Detailed Project Reports (DPR) Restoration and Management of Anchar Lake at Srinagar in J&amp;K.</i>	125000.00	5000.00	One year

The detailed NIT is available on the website [www.jktenders.gov.in](http://www.jktenders.gov.in) and Authority's Web site "[www.jkllda.org](http://www.jkllda.org)"

1/- Dy. Director Information Department Srinagar with the request that the gist of the NIT may kindly be got published in one prominent national daily immediately.

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“ANNEXURE”

### Fresh Notice Requesting for Proposals

Reference No.: RFP/LD-II/01 of 2017-18

Dated: 12.05.2017

*Preparation of two Separate Detailed Project Reports (DPR) for:-*

- 1. Restoration and Management of Gilsar & Khushalsar Lakes*
  - 2. Restoration and Management of Anchar Lake*
- Both at Srinagar in J&K.*

- 0 -

#### **Introduction.**

##### **Gilsar and Khushalsar**

Gilsar and Khushalsar are two small interconnected and adjacent water bodies in the Srinagar city. These are surrounded by habitations which over the decades have caused a tremendous stress over them due to encroachments by way of illegal constructions and land filling, entry of sewage and dumping of solid waste. Four to five decades back there used to be clear waters in these water bodies with presence of Lotus, fish and migratory birds. The present position of these water bodies is very bad with murky waters, marshy boundaries, littered and floating solid waste and even foul smell.

Gilsar receives its waters from Nigeen Lake and catchment drainage from eastern side through gated Nallah Amir Khan. It also receives some waters from drainage and some springs on its northern side via Vicharnag. This water body is connected downstream to Khushalsar into which it flows. Khushalsar would previously receive water also from Dal Lake via Brari-Numbal Lagoon through Mar Canal on Southern side. However due to closure of Mar Canal for a road having been constructed over it this source of water for the water body does not exist anymore. This historically till recent past provided a navigational route from the city to Ganderbal. The outflow of Khushalsar is into Anchar Lake through a gate on its rather North East corner on Dr. Ali Jan Road.

##### **Anchar Lake**

Anchar lake a distinct water body like Dal lake falls in Srinagar and Ganderbal Districts Situated about 10 km from Srinagar. It is mainly fed by Sindh stream and is also connected to Dal Lake through Nallah Amir Khan via Gilsar and Khushalsar. Utilization activities range from Agriculture to cultivation of wicker willow plantations and raising vegetable-under heavy biotic pressure. The Lake is under stress for same conditions as for Gilsar and Khushalsar.

The names of these lakes refer to most healthy, prismatic, glittering, lustrous and prosperous water bodies. This vast, alive and thriving water body collectively was considered as the pride of the city for its limpid, crystal clear waters, without contamination and effluents, used as potable water by the locals both for drinking and other domestic purposes. These healthy and flourishing lake were famous for their scenic beauty, cool breeze and picturesque vicinity. Lake products were delicious, so tasty and mouthwatering. Fish, Nadru (Lotus Stem) and other lake products like chestnut (Singhada) were produced in huge quantity. Boats, Shikaras and house boats were present. People both young and adult bathed and swam in the lake for the whole day both in summer and in winter. There used to be great activities in this lake like what we see in present days in the famous Dal Lake. These lakes were deep and pellucid with no sign of eutrophication or excess weeds. Sewage and trash from the fast growing population around the lakes and innumerable constructions have wreaked havoc. All effluents and garbage are directly dumped in it. Polythene and garbage has choked it. This has made the lakes a complete cesspool. Noxious weeds Azolla and Alligator grasses are abundantly growing in thick layers, suffocating and eradicating underwater life including fish. Presently the sewerage scheme around these lakes to a large extent is under the process of construction. The project under implementation through NBCC/JKUEED is nearing



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completion. The solid waste management has also been upped through Srinagar Municipal Corporation. The time therefore is now ripe for taking up measures for restoration, conservation and management of these lakes.

<b>1. Definitions</b>	
<b>1.1</b>	“Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
<b>1.2</b>	“Applicable Guidelines” means the policies in force in India / Jammu and Kashmir State and Contract award process as set forth in this RFP.
<b>1.3</b>	“Applicable Law” means the laws and any other instruments having the force of law in India / Jammu and Kashmir State as they may be issued and in force from time to time.
<b>1.4</b>	“Client” means the implementing agency that signs the Contract for the Services with the selected Consultant i. e Vice Chairman, J&K Lakes & Waterways Development Authority (JKLAWDA), Office Complex, Miskeen Bagh Khanyar, Srinagar-190003, Jammu & Kashmir ( India), Email: <a href="mailto:vcldwa@yahoo.com">vcldwa@yahoo.com</a> , Phone:0194-2451073..
<b>1.5</b>	“Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
<b>1.6</b>	“Contract” means a legally binding written agreement signed between the Client and the Consultant.
<b>1.7</b>	“RFP” means the Request for Proposals prepared by the Client for the selection of Consultants.
<b>1.8</b>	“Day” means a calendar day
<b>1.9</b>	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or Joint Venture member(s).
<b>1.10</b>	“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the Authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
<b>1.11</b>	“Key Expert(s)” means an individual professional whose skills, Qualifications, knowledge and experience are critical to the performance of the Services under Contract and whose CV is taken into the account in technical evaluation of the Consultant’s proposal.
<b>1.12</b>	“LOI” means the Letter of Intent being sent by the Client to the eligible Consultants.
<b>1.13</b>	“Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
<b>1.14</b>	“Proposal” means the Technical along with Financial Proposal of the Consultant as required under this RFP.
<b>1.15</b>	“Services” means the work as specified in the scope to be performed by the Consultant pursuant to this Contract.
<b>1.16</b>	“TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
<b>2. General Provisions</b>	





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2.1	The eligible Consultants are invited to submit a Proposal, for consulting services required for the assignment. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
2.2	The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
2.3	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p style="padding-left: 40px;">Designate an "Officer-In-charge" responsible for management and coordination of the appointed consulting firm.</p> <p style="padding-left: 40px;">The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal <b>if available</b>. The collection of relevant data from whichever source it may be available shall be the sole responsibility of the consultant.</p>
<b>3. Conflict of Interest</b>	
3.1	The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
3.2	The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>4. Conflicting activities</b>	
4.1	<u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
<b>5. Conflicting assignments</b>	
5.1	<u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
5.2	<u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or of implementing / executing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
<b>6. Unfair Competitive Advantage</b>	



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6.1	Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall make available to all empanelled Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>7. Corrupt and Fraudulent Practices</b>	
7.1	The Client requires compliance of highest standard towards the in force policy with regard to corrupt and fraudulent practices.
7.2	In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.
<b>8. Eligibility</b>	
8.1	Consultants / firms accredited by or empanelled with Ministries of Environment, Forests and Climate Change; Urban Development, Government of India or consulting firms / consultants of repute with relevant experience.
8.2	The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from national / International to offer consulting services for this assignment.
8.3	Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as per Applicable Laws.
8.4	Government officials and civil servants of the Client's Country / State are not eligible to be included by the selected Consultant Firm for this assignment unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Client's Country/State, and they:
	I. are on leave of absence without pay, or have resigned or retired;
	II. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least three months, or the period established by statutory provisions applying to civil servants or government employees in the Client's country/state, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included by the selected Consultant Firm for this assignment; and
	III. Their hiring would not create a conflict of interest.
<b>9. Considerations</b>	
9.1	In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>10. Cost of Preparation of Proposal</b>	
10.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs,



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	regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to <b>annul</b> the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>11. Language</b>	
<b>11.1</b>	The Proposal, all correspondences and documents relating to the Proposal shall be in <b><i>English</i></b> language only.
<b>12. Statement of Undertaking</b>	
<b>12.1</b>	<b>Statement of Undertaking is required from</b> the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the client Country's/State's laws against fraud and corruption (including bribery).
<b>12.2</b>	The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.
<b>13. Submission of Proposal</b>	
<b>13.1</b>	The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal and Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible
<b>14. Proposal Validity</b>	
<b>14.1</b>	<b>Proposals must remain valid for 180</b> calendar days after the proposal submission deadline.
<b>14.2</b>	The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
<b>15. Extension of Validity Period</b>	
<b>15.1</b>	If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
<b>15.2</b>	The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
<b>16. Sub- Contracting</b>	
<b>16.1</b>	The Consultant cannot sub contract the whole of the Services.
<b>17. Clarification and Amendments</b>	



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

17.1	<p><b>Clarifications may be requested</b> not later than 10 days prior to the submission deadline and accordingly department will respond to the clarifications not later than 5 days prior to the submission of deadline</p> <p>The contact information for requesting clarifications is:</p> <p><b>The Vice Chairman</b>, J&amp;K Lakes &amp; Waterways Development Authority (LAWDA), Office Complex, Miskeen Bagh Khanyar, Srinagar-19003,Jammu &amp; Kashmir ( India), Email: <a href="mailto:vclwda@yahoo.com">vclwda@yahoo.com</a>, Phone:0194-2451073</p> <p style="text-align: center;">or</p> <p><b>Executive Engineer</b>, Lake Division No. 2nd,S.T.P Hazratbal near Kashmir University, Lake side. Phone and Fax No.0194-2414194), Email:exenlakediv2nd@gmail.com</p>
17.2	At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all through web site and will be binding for all.
17.3	If the amendment is substantial, the Client may extend the proposal submission deadline to give the empanelled Consultants reasonable time to take an amendment into account in their Proposals.
17.4	The Consultant can modify Proposal at any time prior to the proposal submission deadline as provided in the electronic format by way of re uploading it. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
<b>18.</b>	<b><u>VISIT TO THE SITE</u></b>
18.1	Intending consulting firms are advised, in their own interests to visit on the entire site, have a detailed study before submitting their tenders. This is very important as the contract shall be governed by the tender document and the entire tender document shall form a part of the Contract/Agreement, with the basic purpose of ensuring proper submission of tender and formulation of DPR.
<b>19. Preparation of Proposals – Specific Considerations.</b>	
19.1	<p><b>Empanelled /Accredited Consultants may associate with</b></p> <p><b>(a) non-empanelled/non accredited consultant(s):</b> Yes, written approval required from the client.</p> <p><b>(b) Other empanelled/accredited Consultants:</b> Yes, no approval is required from the client.</p> <p>In all such cases an empanelled Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non- empanelled firms in the form of a joint venture or a sub- consultancy, the empanelled Consultant shall be a lead member. If empanelled Consultants associate with each other, any of them can be a lead member.</p>
<b>20. Earnest Money Deposit (EMD) and tender fee</b>	
20.1	An amount of <b>Rs 75000.00 and Rs 125000.00 (respectively)</b> as Earnest Money Deposit (EMD) in the form of a CDR/FDR in <b>favour of the Financial Advisor/CAO, J&amp;K LWDA and payable at Srinagar</b> must be submitted in original along with the proposal/ hard copy.



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

20.2	An amount of <b>Rs 5000.00</b> for each Job as Tender fee in the shape of DD/BD nonrefundable in favour of the <b>Financial Advisor/CAO, J&amp;K LWDA and payable at Srinagar</b> must be submitted in original along with the proposal/ hard copy.
20.3	Proposals not accompanied by EMD or tender fee shall be rejected as non-responsive
20.4	The EMD submitted along with the Proposal will remain valid till the validity of the contract, including any extensions thereof.
20.5	No interest shall be payable by the Client for the sum deposited as EMD.
20.6	Unless forfeited, the EMD of the unsuccessful, Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder i.e. the Consultant will be returned upon after furnishing the Performance Security.
20.7	The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine, pre-estimated, compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any of the right or remedy that may be available to the case of a Joint Venture, the name of the Joint Venture, the name Client under the RFP or in law if a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
20.8	The EMD shall be forfeited If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice.
20.9	If a Bidder is declared the first ranking Bidder and it: <ol style="list-style-type: none"> <li>a. Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidders shall not be construed as withdrawal of proposal by the first ranked Bidder;</li> <li>b. fails to furnish the Performance</li> <li>c. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;</li> <li>d. Fails to fulfill any other condition precedent to the execution of the Contract, as specified in the letter of award.</li> <li>e. Fails to execute the Contract.</li> </ol>
<b>21.</b>	<b>Proposal Format and Content</b>
21.1	<p><b><u>COVER 1ST. (Technical cover):-</u></b></p> <ol style="list-style-type: none"> <li>i. Registration/ Accreditation certificate of the consultant.</li> <li>ii. Earnest Money and Demand draft.</li> <li>iii. PAN/TIN/Sales / Service Tax Clearance Certificate issued by competent Authority.</li> <li>iv. Documents pertaining to experience, CVs and other company profile documents required for qualification in accordance detailed bidding document.</li> <li>v. Self-evaluation of points / score.</li> <li>vi. Authorization letter of the representative for signing the documents on behalf of consulting firm.</li> </ol> <p><b>The scanned copies/ text files of the above documents are to be uploaded up to the scheduled time and date. The hard copies of scanned uploaded</b></p>



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

	documents along with original Tender fee, Earnest money deposit and other required documents shall be submitted to tender receiving authority as per bidding schedule given above. The documents submitted as hard copy must be self-attested by the bidder with seal and signature. Only those papers of experience which are relevant to this project may be uploaded. Additional information which the consultant wishes to provide beyond that may be included in the hard copies.
21.2	<b>Cover II. (Financial cover).</b> The financial proposal shall be prepared using the Standard Format of this RFP i.e. electronic format (BOQ) provided by the client and no other BOQ shall be accepted.
<b>22. Financial proposal standard form</b>	
Financial Proposal Standard Form shall be downloaded from the web site <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> and subsequently uploaded with rates duly filled up to the scheduled time and date as per the given bidding schedule used for the preparation of the Financial Proposal according to the instructions provided.	
Note:	
i. Bidders are advised not to make any change in BOQ (Bill of quantities) contents. In no case they should attempt to create similar BOQ manually. Only the downloaded BOQ should be used for filing the item.	
ii. Financial bid has to be submitted only in electronic form as per note( i ) above and in no case shall be included as part of the written documents (hard copies)	
<b>23. Price adjustment.</b>	
23.1	<b>No price adjustment provision is applicable</b> for inflation of rates during currency of contract.
<b>24. Taxes.</b>	
24.1	The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract and Amounts payable by the Client to the Consultant under the contract is subject to local taxation as applicable on the last date of submission of the bid.
24.2	The Client's evaluation of the Consultant's Financial Proposal shall exclude all taxes and duties but including Income tax and labour, Cess prevalent in the Client's Country / State and all other incidentals for total accomplishment of the Job.
<b>25. Currency of Payment</b>	
25.1	Payment under the Contract shall be made in the currency of Client's Country / State i.e Indian Rupees (INR).
<b>26. Submission of tenders and Proposals</b>	
26.1	The Consultant shall submit a signed and complete Proposal comprising the technical/ Financial documents as per instruction at 21 of RFP. The submission has to be uploaded on the website <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> and hard copies to be submitted to the Authority.
26.2	An authorized representative of the Consultant shall sign documents to be submitted. The authorization shall be in the form of a written power of attorney attached with the documents submitted.
26.3	A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006  
Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

	written power of attorney signed by each member& authorized representative.
26.4	<b>The Consultant must submit the hard copies of uploaded documents along with original CDR/FDR/BD/BG and other allied technical documents duly signed by authorized signatory</b> except BOQ which is to be uploaded only on website after filling the rate / cost column. The quoted cost must reflect only in electronic format. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
26.5	The copies of the Proposal (excluding financial proposal) shall be placed inside a envelope clearly marked <b>PROPOSAL</b> , for [Name of the Assignment] along with name of the assignee,
26.6	The Client will assume no responsibility for the misplacement, loss of the documents during the transit.
26.7	The Proposals must be submitted online on <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> and hard copies delivered not later than specified bidding schedule. <b>The address for submission of proposal/ hard copies is:</b> <b>The Vice Chairman, J&amp;K Lakes &amp; Waterways Development Authority ( LAWDA), Office Complex, Miskeen Bagh Khanyar, Srinagar-190003, ( India),</b> Note: The outstation bidders can also deliver the hard copies at <b>J&amp;K Resident Commission,5 Prithvi Raj Road New Delhi 110003.</b>
<b>27. Confidentiality</b>	
27.1	Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client& sanctions procedures.
27.2	Notwithstanding the above provisions, from the time of the Proposal& opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Client wishes to contact the consultant on any matter related to the selection process, it should done in writing.
<b>28. Opening of Proposals.</b>	
28.1	<b>The opening shall take place in the office of the:</b> <b>The Vice Chairman,</b> J&K Lakes & Waterways Development Authority ( LAWDA), Office Complex, Miskeen Bagh Khanyar, Srinagar-19003, Jammu & Kashmir ( India), Email: <a href="mailto:vclwda@yahoo.com">vclwda@yahoo.com</a> , Phone:0194-2451073 <b>as per specified bidding schedule.</b>
<b>29. Proposal Evaluation.</b>	
<b>Technical Evaluation:</b> In the first stage, the Technical Proposal will be evaluated on the basis of Applicant& experience, its understanding of TOR, proposed methodology and Comprehensive Work Plan and the Qualification/ experience of Key professional Personnel and shall be ranked from highest to the lowest on the basis of their technical score. The consultants have to make a presentation before the client on the date to be intimated by the client. The presentation shall be focused on Technical Approach and Work Plan. The consultants shall also correlate in the presentation its past experience of the relevant projects executed by them and experience and skills of the key Personnel proposed to be deployed to prove its capability and	



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

<p>preparedness to execute the work adhering planned technical approach and work plan. The consultant must score a minimum of 70 points out of 100. A Proposal shall be rejected if he scores less than 70 points. The scoring criteria to be used for evaluation shall be as follows.</p>			
S No	Particular	Individual Score	Total
<b>1.</b>	<b>Specific Experience of the Consultants relevant to the Assignment</b>		
<b>1.1</b>	Specific experience in lake conservation projects based on size of Lake, magnitude of works and success achieved (4 points per project with Max. Points limit: 12)	<b>12</b>	<b>21</b>
<b>1.2</b>	Relevant similar hydrological projects based on magnitude of work, relevance and success achieved (3 points per project with Max. Points limit: 9 )	<b>09</b>	
<b>2.</b>	<b>Adequacy of the proposed methodology and work plan and financial soundness</b>		
<b>2.1</b>	Technical approach, methodology, work plan	<b>05</b>	<b>24</b>
<b>2.2</b>	Presentation to be made before committee	<b>04</b>	
<b>2.3</b>	Financial soundness ( For financial soundness, if average turnover for last 5 years is- Rs 2 Crore to 5 Crore & above- 6-15 Points Rs 1 Crore to 2 Crore-----3-6 Points Less than 1 Crore----- 0 Point.	<b>15</b>	
<b>3</b>	<b>Key Professional..</b>		
<b>3.1</b>	Team Leader	<b>15</b>	<b>55</b>
<b>3.2</b>	Deputy team Leader	<b>10</b>	
<b>3.3</b>	Limnologist / Hydro biologist	<b>10</b>	
<b>3.4</b>	Eco tourism Specialist	<b>5</b>	
<b>3.5</b>	Social resettlement specialist / sociologist	<b>5</b>	
<b>3.6</b>	Environment specialist	<b>5</b>	
<b>3.7</b>	Geologist	<b>5</b>	
<b>Total</b>			<b>100</b>
<p><b>Scale for Key Professional:=</b>  <b>1. Team Leader:</b> - 04 points for post-graduation, 02 points for Doctorate, 03 points for experience @ 1 point / 5 years, 03 points for project completion @ 1 points / project) and 03 points for having completed a project under external funding i.e. international funded.  <b>2. Deputy team Leader:</b> - 04 points for post-graduation, 02 points for Doctorate, 02 points for experience @ 1 point / 5 years, and 02 for project completion @ 2 points / project).  <b>3. Limnologist / Hydro biologist;</b> 04 points for post-graduation, 02 points for doctorate, 02 points for experience, and 02 for project completion).</p>			
<b>Composition, Qualification and experience of experts.</b>			
S.No	ROLE	Expertise / Qualification	





## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

1.	Team Leader	Graduate or above in civil Engineering / hydrology / water resources preferably having 15 years experience in hydrology / Lake conservation and management project formulation. Should have successfully completed minimum three relevant projects and one project externally funded i.e international funded.
2	Deputy team Leader	Graduate or above in hydrology / water resources preferably having 10 years experience in hydrology / Lake conservation and management project formulation and should have successfully completed minimum one project
3	Limnologist / Hydro biologist	Post graduate or above in limnology / Hydrobiology having 10 years experience in Lake Management or similar project formulation and should have successfully completed minimum one project.
4	Eco tourism Specialist	Masters in Tourism with minimum 5 years working experience in tourism projects.
.5	Social resettlement safe guard specialist / sociologist	Post graduate in sociology with minimum 5 year experience Rehabilitation & Resettlement project / studies,
6	Environment specialist	Post graduate in Environmental sciences / Engineering having minimum 10 yrs. experience in assessing, monitoring, and mitigating environmental impacts of infrastructure development projects, having deep understanding of environmental issues.
7	Geologist	Post graduate geology / Geotechnical Engineering and minimum 10 yrs. Experience.
8	Supportive staff	5 No. Graduate Engineers. 04 No. Office Staff.. 01 Draftsman in civil Engineering, 02 office Assistants.
<b>30. Method of selection:</b>		
The financial proposal of only those consultants will be evaluated who obtain a score of 70 points and above on the basis of technical evaluation criterion.		
<b>31. Financial evaluation.</b>		
31.1	The Client will select the Consultant with the lowest evaluated total price among those consultants who are responsive to the RFP and have been declared successful at stage 1 <sup>st</sup> .	
<b>32. Expected date and address for contract negotiations:</b>		
34.0	<b>Expected date and address for contract negotiations:</b> <b>Date: within one month after receipt of offer and their evaluation..</b> Address: The Vice Chairman, J&K Lakes & Waterways Development Authority ( LAWDA), Office Complex, Miskeen Bagh Khanyar, Srinagar-19003,Jammu & Kashmir ( India), Email: <a href="mailto:vclwda@yahoo.com">vclwda@yahoo.com</a> , Phone:0194-2451073	
<b>33. Performance Security</b>		
33.1	The successful bidder has to submit Performance bank Guarantee @ 5% of the Contract value within 15 days of the issuance of Work Order. EMD shall be returned to the	



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

	successful bidder after the submission of Performance Bank Guarantee.
<b>34.</b>	<b>Expected date for the commencement of the Services:</b>
<b>34.1</b>	<b>The consultant has to start the work within 15 days from the date of award of contract and to complete the DPRs preparation work and other allied jobs related for all the water bodies within 365 days in accordance with schedule for deliverables.</b>
<b>35.</b>	<b>AGREEMENT:</b>
	<p>A formal deed of Agreement, incorporating therein the terms and conditions which shall govern the Contract, will be executed by the successful bidder with the Authority within one week of the issuance of the formal Allotment Order. This written instrument of Agreement governing the Contract shall, in all respects, be deemed to be, and construed to be, and shall operate as, An Indian Contract in conformity with laws applicable and in vogue in the State of Jammu &amp; Kashmir, and shall be subject to the jurisdiction of the Courts in the State of Jammu &amp; Kashmir only.</p> <ul style="list-style-type: none"> <li>➤ Non-execution of formal agreement shall, in no way, make the contract ineffective/in-operative.</li> <li>➤ No payments, even if due against work done, shall be released without drawl and acceptance of the formal agreement.</li> </ul>
<b>36.</b>	<b>Scope of Work</b>
<b>36.1</b>	<p>Preparation of two separate Detailed Project Reports (DPRs) as two different contracts for Restoration, Conservation, Management &amp; Maintenance of three (3) Water Bodies at Srinagar in J&amp;K detailing the methods of restoration, conservation, Management and maintenance of these water bodies namely :-</p> <ol style="list-style-type: none"> <li><b>1. Gilsar &amp; Khushalsar.</b></li> <li><b>2. Anchar Lake</b></li> </ol>
<b>37.</b>	<b>Scope of Consultant</b>
	<p>There will be two separate contracts which may go to two different consultants or to one only in accordance with technical / financial bid. For preparation of the DPR of a particular project, the consultant will have to work in close Co-ordination with the respective Line Departments / J&amp;K LAWDA. The basic data of a particular project, if available with the respective Line Department / JKLAWDA, shall also be made available to the Consulting firm for preparation of the DPR, otherwise the Consulting Firm has to generate the relevant basic data of their own, the cost of which shall be deemed to be included in the quoted rates.</p> <p>The main activities of consultant for preparation of a particular DPR shall be as follows but not limited to:</p> <ol style="list-style-type: none"> <li>I. Collection and Review of project related basic data available with respective Line Departments / J&amp;KLWDA</li> <li>II. Generation of basic data, if not available with Line Departments / J&amp;K LAWDA.</li> <li>III. Carrying out all survey works and studies (including but not limited to Topographic, Bathymetric, and vegetation mapping and Socio-economic surveys) required for preparation of DPRs.</li> <li>IV. Planning of projects.</li> <li>V. Detailing methodology and mapping for restoration, conservation and maintenance of these Lakes.</li> <li>VI. Preparation of maps and drawings.</li> </ol>



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

	<p>VII. Financial analysis.</p> <p>VIII. Cost estimates of each work along with the detailed design, site plan, cross / L-section of each work.</p> <p>IX. Preparation and submission of DPRs.</p> <p>Note: The consultants shall have to generate all the relevant data by themselves. However any basic data that may be available with line departments or LAWDA can be had free of cost.</p> <p>DPRs shall be prepared keeping in mind the restoration of lakes with special emphasis on revival of navigation, fisheries, tourism, improvement of water quality and hydrology, beatification and other socio economic concerns.</p> <p>Presentations for review of progress and methodology as and when asked shall be given by the firm on the dates to be fixed by the Authority at Srinagar.</p> <p>Any changes suggested / observation raised by the competent approving authority shall have to be rectified by the firm and the firm shall have to submit required documents as asked for, even re furnishing final DPR without any further charges thereof.</p>			
<b>38.</b>	<p><b>Extents / Boundary Limits:-</b></p> <ul style="list-style-type: none"> <li>○ The boundary limits adopted for water body for general purpose shall be up to 500 meters from the fringe of the Lake with reference to peak area.</li> <li>● The boundary limits from feeding Nallahs / Channels shall be up to 1 Km from its inlet.</li> </ul>			
	<b>Lake</b>	<b>Surface area peak during floods</b>	<b>Lean surface area</b>	<b>Surface area during summer</b>
<b>I.</b>	<b>Gilsar &amp; Khushalsar</b>	1.00 Sq. KM	0.50 Sq. Km	0.50 to 0.70 Sq. Km
<b>II.</b>	<b>Anchar</b>	16.00 Sq. KM	2.00 to 3.25 Sq. Km	3.25 to 4.25 Sq. Km
<b>39. Deliverables by the Consultant</b>				
<p>The consultant will submit the Draft DPR of a particular project along with a soft copy to the client and will co-ordinate with them for finalization of the DPR. Any observations brought out by the line departments / client in the draft DPR shall be addressed forthwith so that the DPR is finalized without any delay.</p> <p><b>The schedule of Deliverables shall be as under:-</b></p>				
<b>SNO</b>	<b>Description</b>	<b>Time period from date of issuance of the LOI / allotment / agreement whichever is earlier.</b>		<b>Quantity</b>
1.	Inception report of the whole assignment	1Month		6
2.	Survey details Topographical / Bathymetric and other required surveys of Lake and other catchment area mentioned.,	4 Months		6
3.	Complete Hydrology report	4 ½ Month		6
4.	Interim report along Concept plan with summary report as surveys conservation, restoration of the lake.	5 Month		6



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

5.	Organizing work shop first for proposed conceptual Plan and second for finalization of conceptual plan.	5 ½ Month	20
6.	Submission of draft DPR along with cost estimation , Bill of quantities, design etc : complete job	6½Months	20
7.	Submission of final DPR	8 Month	20
8.	Clearance of design aspects by the concerned directorates of the state Government.	9 Month	20
9.	Approval of DPR by the concerned Directorate	12 Month	20

The soft copies of each component shall have to be submitted with hard copies.

The data collected and reports prepared by the consultant shall remain the exclusive property of the J & K lakes and waterways Development authority, Srinagar. The consultant shall maintain a strict confidentiality of data collected and shall not share the same with any person or agency for any purpose.

The consultant will keep a close liaison with the client till the submitted Final DPR is accepted and approved by the concerned State Committees. Any modifications required in the Final DPR for acceptance and approval of these committees shall be carried out at no extra or additional cost by the consultant without any delay and the consultant shall not be relieved of any of its obligations under the contract till the Final DPR is approved.

### 40. Payments to the Consultant:-

The schedule of payment shall as under:-

SNO	Description	Payment %age (Item wise ) of contract value	Aggregate %age of contract value
1.	Inception report of the whole assignment	2%	2%
2.	Survey details Topographical / Bathymetric and other required surveys of Lake and other catchment area mentioned.,	22 %	24%
3.	Complete Hydrology report	4%	28%
4.	Interim report along Concept plan with summary report as surveys conservation, restoration of the lake.	7%	35%
5.	Organizing work shop first for proposed conceptual Plan and second for finalization of conceptual plan.	5%	40%
6.	Submission of draft DPR	30%	70%
7.	Submission of final DPR	20%	90%
8.	Clearance of design aspects by the concerned directorates of the state Government.	5%	95%



## Office of the Executive Engineer, Lake Division 2<sup>nd</sup>.

J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006

Phone and Fax No.0194-2414194). Email:exenlakediv2nd@gmail.com.

9.	Approval of DPR by the concerned Directorate	5%	100%
(i) The payment shall be made to the Consulting Firm within fifteen (15) days after the submission of bill/invoice by the Consulting Firm to this effect after deducting the applicable taxes at source as per applicable Laws. (ii) The payment shall be made to the consulting firm as on account payment to a maximum of the payment schedule keeping 10% as normal deposit. (iii) No interest shall be paid to the firm on account of delayed payments during currency of the contract.			

**41. STORAGE:**

The consulting firms shall be responsible for making all arrangements, at their own cost, for storage of tools/ tackles / equipment/ material etc. at site. All safety measures shall be taken by the firm at his cost for safe storage etc.

**42. Insurance of men and material :**

The Firm shall make all arrangements, at his cost, to insure the equipment, all materials at site, staff working at site. Provision of expenditure on this account shall be deemed to have been kept in the prices/rates quoted by the by the Tenderer.

**43. ACCOMMODATION AND OTHER FACILITIES:-**

The Consulting firm shall, at his own cost, make arrangements for accommodation for housing his staff, technicians and engineers etc. No responsibilities will be taken by the Authority on this account.

**44. ACCIDENT PROVISIONS:-**

The Consulting firm shall be responsible for any accident which may occur during the period of work, to human or animal life. Compensation, as shall be applicable under labour law or any other law in vogue, shall be payable by the bidder only.

**45. FORCE MAJUEURE:**

Any failure or omission to carry out the provisions of the contract, shall not give rise to any claim by the Department or the contractor, one against the other if such failure or omission arises as a consequence of natural calamities such as fire, floods, earthquake, hurricane, or including war (Whether declared or not) civil war or state of insurrection. But, keeping in view the sensitive and critical nature of the job covered under this contract, strikes/riots/law and order situations etc. shall not be covered under force majeure clause. However, the Authority shall provide all kinds of cooperation and assistance in such situations.

**46. ARBITRATION:**

If at any time question, dispute or difference, whatsoever, shall arise between the parties upon or in relation to or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and same shall be referred to award to two arbitrators, one to be nominated by the Authority and the other by the contractor. In case of such arbitrators not agreeing, then award of an umpire to be appointed the arbitrators in writing before proceeding with the reference and the decision of the arbitrators or in the event of their not agreeing of the umpire, appointed by them, shall be final and binding on the parties. Such notice of the existence or any question or dispute or differences in connection with the contract shall be served by either party within 45 days of the binding of such question; dispute or difference failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred. Upon every or any such references the cost of the incidentals of the reference and award respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by



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them, who may determine the amount thereof or direct the same to the fixed as between solicited client or as between party and party shall direct by whom to whom and in what matter, the same shall be borne and paid. The provision of the J&K arbitration Act. 2002 and of the rules there under and statutory modifications thereof shall be deemed to apply to the arbitration. Disputes if any requiring references to courts shall be subjected to the jurisdiction of J&K Courts only.

*Basharat Jeelani Kawoosa*  
**Executive Engineer,**  
Lake Division 2<sup>nd</sup>.

**No; LD-II/383-404**

**Dated: 12.05.2017.**