



DELHI JAL BOARD: GOVT OF NCT OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER (DWARKA)WTP
OVER HEAD TANK: ASHOK VIHAR, DELHI-52
Phone No.:-27301179 Email:- eewtpd.djb@nic.in



No. F2(101)/E.E.(DWARKA)WTP/2018/2492 to 2531 Dated: 31/08/2018

To,

1. **WAPCOS Limited.**
76-C, Sector-18,
Institutional Area, Gurgaon (Haryana)-122015
Email:- commercial@wapcos.co.in
2. **National Environmental Engineering Research Institute,**
Nehru Marg, Nagpur, 440020
Email:- t.banerji@neeri.res.in
CC r_kumar@neeri.res.in , director@neeri.res.in
3. **Indian Institute of Technology, Delhi, Hauz Khas, New Delhi**
Email: - gosain@civil.iitd.ac.in
4. **Indian Institute of Technology, Roorkee**
Email:- kharefwt@iitr.ac.in
CC skm61fwt@iitr.ac.in

Name of work: - Study on Exploration of Fresh Water in Dwarka Area as well as Brackish Water in Entire Delhi.

Subject: - Request for Proposal (Re-invited)

Delhi Jal Board is seeking assistance of expert agencies having specialization in the field for Study on Exploration of Fresh ground water in Dwarka Area & Surplus Brackish ground water in Delhi. Request for Proposal (RFP) is attached along with Terms of Reference (TOR), for preparation of Technical & Financial proposal.

You are requested to submit your proposal on or before 07/09/2018 at 3:00 pm. The Technical Proposal will be opened on same day at 3:10 pm. The Financial proposal will be opened after evaluation of technical proposal.

-sd/-
EE(Dwarka)WTP

Copy to:-

1. P.S. to vice Chairman, DJB
2. Secy. to CEO/Mem(A)/Mem(F) /Mem(WS)/Mem(Dr)/ CVO. For kind information.
3. C.E.(Projects)W/East/Central/South/West/CE(WW)
4. Dir. (F&A)/SE(Project) W-III /(P)W/SE(E&M)WC
5. Jt. Dir. (F&A)II, Dy. Dir. (F& A)W / AO (Project)W-III/AAO(Dwarka) WTP.
6. EE(P)W-II/(Project)-I,II,III,IV,V,VI,VII,IX
7. Notice Board.
8. EE(EDP) with the request to place the RFP on DJB website.
9. AE-IV /MIT Register

Baroh
31/08/18
EE(Dwarka)WTP

DELHI JAL BOARD (Govt. of NCT of DELHI)



REQUEST FOR PROPOSALS

FOR

**STUDY ON EXPLORATION OF FRESH WATER IN DWARKA AREA
AS WELL AS BRACKISH WATER IN ENTIRE DELHI**

August - 2018

**EXECUTIVE ENGINEER (DWARKA) WTP
DELHI JAL BOARD, GOVT. OF NCT OF DELHI
O.H.T. ASHOK VIHAR
NEW DELHI 110052**

CONTENTS

SECTION-1- LETTER OF INVITATION

SECTION-2- INFORMATION FOR CONSULTANTS

SECTION-3- STANDARD FORMS

SECTION-4- FINANCIAL PROPOSAL FORMS

SECTION-5- TERMS OF REFERENCE (T.O.R)

SECTION-6- CONDITIONS OF CONTRACT

SECTION-1

LETTER OF INVITATION

1. Executive Engineer (Dwarka) WTP on behalf of **Delhi Jal Board invites proposal for the work of** “Study on Exploration of Fresh Water in Dwarka Area as well as Brackish Water in Entire Delhi”.
2. The purpose of this assignment is to “Study on Exploration of Fresh Water in Dwarka Area as well as Brackish Water in Entire Delhi”. There are two major sources (Yamuna River & Ganga River) of providing raw water in Delhi for producing potable water. River owning states are unable to increase the quantity of raw water for Delhi’s requirement in river. There is already short fall in water availability in respect to water demand of existing population of Delhi. Therefore, DJB has proposed to carry a study to explore new underground sources of water (fresh & brackish).
3. The Delhi Jal Board reserves the right to reject any offer without assigning any reason.
4. This document includes the following section:

Section-1-Letter of invitation
Section-2-Information for consultants
Section-3- Standard forms
Section-4- Financial proposal forms
Section-5-Terms of Reference (T.O.R)
Section-6-Conditions of contract
5. The proposal shall hold valid for 120 days from the date of opening of the proposal (Part-A).

EE(Dwarka) WTP

SECTION-2

INFORMATION FOR CONSULTANTS

1. INTRODUCTION

- 1.1 Delhi Jal board (DJB) will select a firm/agency/institution amongst those who submit their proposals in response to the Request for Proposal in accordance with the method indicated in this section.
- 1.2 The proposal shall be the basis for signing of the contract with the selected firm.
- 1.3 The consultants must familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first hand information on the assignment and on the local conditions, they are encouraged to pay a visit to the site before submitting the proposals.
- 1.4 Please note that (i) the costs of preparing the proposals and of negotiating the contract, including visit to the site are not reimbursable as direct cost of the Assignment; and (ii) The DJB reserves the right to reject any or all tenders without assigning any reason.
- 1.5 The proposal and submissions must be written in English. All reports, which are parts of the assignment, will be written in English.

2. MODIFICATION IN DOCUMENTS COMPRISING THE RFP

At any time before the submission of the proposal, the DJB may, for any reason, modify these documents by amendment.

3. PREPARATION OF PROPOSAL

- 3.1 No alteration whatsoever should be made in the text of the RFP. Any remarks or explanation shall be set out in covering letter
- 3.2 In preparing the technical proposal, the consultants are expected to take into account the requirements and conditions of the RFP document. All the attached standard forms (Section-3) shall be duly filled and submitted along with the technical proposal. The technical proposal shall not include any financial information.
 - 0.0.1 Documents be provided duly certified by not below the rank of Executive Engineer or equivalent in Govt. Dept./public undertaking/local public body.
- 3.3 The financial proposal must follow the standard forms. The proposal should clearly identify the price as per terms of reference. The price to be quoted shall be lump-

sum price which shall include all local taxes, duties, fees, levies and other impositions under applicable laws except GST, which shall be reimbursed separately as per actual.

4. SUBMISSION, RECEIPT & OPENING OF PROPOSALS

- 4.1 The offer will be submitted in two parts i.e. part-A (Technical) & Part-B(Financial). Part-A should contain following documents, along with proposal as per formats given in section 3.

S. No	Document
i.	Company registration/ incorporation Certificate.
ii.	Registration in GST department.
iii.	Latest GST returns.
iv.	Undertaking on letter head on a prescribed format that the consultant has not been debarred/blacklisted as on date of submission in any department of central or any state Govt. of India or any entity controlled by central or any state Govt. of India.
v.	A certificate to the effect that "No close relative is working in D.J.B" and if working his/her name and designation with office address be mentioned in the certificate.
vi.	Details of pending civil suits/litigation/arbitration arising of contracts during the last five years.
vii.	Last three year, audited annual Financial report of the firm/agency/institutions.

- 4.2 The Part A of tender shall be opened on due date & time, and Part B i.e. financial proposals will be opened later on for those bidders who will be found responsive after scrutiny of part A, date and time will be intimated separately. If any of the above date happens to be holiday, the next working day will be considered for all purposes.
- 4.3 The Delhi Jal board will scrutinize part A of tender on the basis of responsiveness to the terms of reference. If the proposal is found un-responsive or incomplete in any respect then the Part B shall not be opened.
- 4.4 The financial proposal i.e. Part B of bid shall be opened of those firms, whose technical proposal is found responsive.

5. AWARD OF CONTRACT

- 5.1 If required discussions/negotiations with the selected party will be held at the address indicated in the RFP. The aim is to reach an agreement on all technical and financial points.
- 5.2 Discussions/ Negotiations will include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestion to improve the terms of reference.
- 5.3 The contract will be awarded on satisfactory completion of discussions with the successful Consultant.
- 5.4 The tenderer must be fully conversant with the documents to form part of contract agreement i.e. information for consultants, standard forms, financial proposal forms, terms of reference (T.O.R.), conditions of contract.

3-B FIRMS REFERENCES

Relevant services carried out in the last seven years that best illustrate experience (Using the format below, provide information on each reference assignment for which your firm/entity either individually or as a corporate entity or as one of the major companies within an association was legally contracted).

Type of Project:

Assignment Name		Country
Location within country		Name of leading consultant in case of joint venture
Name of client		No of staff
Address of client		Duration of assignment
Start date (Month/Year)	Completion date (Month/Year)	Approx. value of services(in current INR) provided by the firm
Narrative description of project		
Description of actual services provided by your staff		

Certificates attached/not attached

Authorized Signature
 Name and title of signatory
 Name of firm, official seal and date

3-C. COMMENTS & SUGGESTION OF CONSULTANTS (if any)

ON TERMS OF REFERENCES

- 1.
- 2.
- 3.
- 4.
- 5.

ON THE DATA AND SERVICES TO BE PROVIDED BY DELHI JAL BOARD

- 1.
- 2.
- 3.
- 4.
- 5.

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-D. DESCRIPTION OF METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Consultant shall detail the methodology and work plan for performing the assignment)

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-E. COMPOSITION OF TEAM PERSONAL PROPOSED TO BE DEPLOYED FOR THIS PROJECT AND TASK (S) OF EACH MEMBER

1. TECHNICAL/ MANAGERIAL STAFF

S. No.	Name	Position	Task
		Team Leader Cum Hydrogeologist	

2. SUPPORT STAFF

S. No.	Name	Position	Task

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(Use about 3 pages)

- 1. Position: _____
- 2. Name of Firm: _____
- 3. Name of Staff: _____
- 4. Profession: _____
- 5. Date of Birth: _____
- 6. Years with Firm/ Entity: _____
- 7. Membership in Professional Societies: _____

- 8. Detail Task Assigned: _____
- 9. Key Qualifications: _____

(Give an outline of staff members experience and training relevant to tasks in the assignment. Describe the degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use about half a page).

- 10. Education: _____

(College/ University attended and Degrees obtained with year and other specified education of staff member. Use about half a page).

- 11. Employment Record: _____

(Starting with present position, list in reverse order for every employment held. List all positions held by staff member giving dates, name of employing organizations, title of position held and locations of assignments, experience in 10 years. Also give type of activities performed and client reference where appropriate. Use about two pages).

- 12. Certification:

I, the undersigned, certified that to the best of my knowledge and belief, these data correctly describe my qualifications and experience.

Date

(Signature of staff member)
With Date

C/S
Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-G. TIME SCHEDULE FOR PROFESSIONAL PERSONAL

The total period for the consultancy assignment will be Six months for Fresh Water and Twelve Months for Brackish Water. The work shall be taken up simultaneously for fresh as well as brackish water.

S. No.	Name	Position	Activity Assigned	Duration of the Activity

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-H. LIST OF WORK IN HAND

S.No.	Name of Scheme	Name/Address of Client	Activity Assigned	Cost of Work	Present status with date of start & completion of the work

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

3-I. STRUCTURE & ORGANISATION

1. Name of the Firm : _____
2. Head/ Registered Office Address : _____
 - a) Postal Address : _____
 - b) Fax No.: _____
 - c) Telephone No.: _____
 - d) E-mail Address: _____
 - e) Website Address: _____
3. Local Office Address
 - a) Postal Address: _____
 - b) Fax No.: _____
 - c) E-mail Address: _____
 - d) Website Address: _____
4. Type of Organization: Proprietary/ Partnership/ Limited Company/Institution
5. Years of Establishment: _____
6. Name and Address of the Authorized Signatory: _____

- Contact person for this Tender: _____
7. PAN certificate Number: _____
8. GST Registration no.: _____

Authorized Signature
Name and title of signatory
Name of firm, official seal and date

SECTION-4

FINANCIAL PROPOSAL SUBMISSION FORM

Tender Inviting Authority: Executive Engineer (Dwarka)WTP					
Name of Work:		Study on Exploration of Fresh Water in Dwarka Area as well as Brackish Water in Entire Delhi.			
Contract No:					
Bidder Name:					
<u>SCHEDULE OF WORKS</u>					
Sl. No.	Item Description/ Item(s)	No. of Qty.	Unit	Cost in INR	
				In Figures	In Words
1	Study on Exploration of Fresh Water in Dwarka Area as well as Brackish Water in Entire Delhi. GST	1	job		
	Total in Rs.				

SECTION-5

TERMS OF REFERENCE

1. Background :-

There are two major sources (Yamuna River & Ganga River) of providing raw water in Delhi for producing potable water. River owning states are unable to increase the quantity of raw water for Delhi's requirement in river. There is already short fall in water availability in respect to water demand of existing population of Delhi. Therefore, DJB has proposed to engage a consultant to explore new underground sources of water (fresh & brackish).

2. Project area:-

Dwarka region is spread in about 35 KMs and having prospectus for fresh ground water development. The committee on proposal rainwater harvesting and ground water charging, NCT of Delhi has identified following three depressions for withdrawal of fresh water :-

1. Gummenhera depression
2. Pochanpur depression
3. Kakraula depression

Committee also identified the Brackish ground water Development within NCT Delhi. Six areas identified for Brackish Ground Water Development which are as below: -

1. Area extending from Sanoth – Bhaktawarpur- Bhalswa-Jahangirpuri- Dhirpur-Burari- Hiranki areas
2. Bawana-Barawala-Puthkalan-Rohini-Kanjhawla-Majiradabas
3. Subheypur – Sonia Vihar – Sadat pur area
4. Pragati Maidan – National Zoological Park – Nizamuddin – Sarai Kale Khan – Okhla Village – Friends Colony
5. SaritaVihar – Jaitpur and area along Agra Canal
6. Dwarka – Janakpuri area

It is considered to explore, test and develop sustainable ground water yield from these areas for planning and developing drinking water supply in the area.

3. Objective of Study: -

The consultant shall investigate, explore, identify, and assess potential fresh ground water sources in Dwarka area of Delhi and Brackish Ground Water sources in Delhi. The objective of the study is to prepare detailed project reports for developing fresh ground water resources with potable water quality as per DJB norms and developing Brackish Ground Water (BGW) supply including Production wells, appropriate treatment facility as per DJB norms.

4. Scope of work :-

(A) For Fresh Water

The overall scope of the project is setting pilot test boreholes through Hydrogeological study, geophysical survey & assessing sustained yield of borehole/well in each of the 3 study areas including assessment of water quality for developing fresh ground water based sustainable drinking water supply in the area. The consultant would furnish following characteristics for each of the identified potable ground water bearing areas:

- Hydrogeological Survey
- Geophysical Investigations
- Bore – Holes log and Strata chart
- Depth of availability of fresh ground water bearing aquifer units
- Permissible yield of fresh water by pumping test and draw down operations
- Location and number of tube wells feasible in each identified depression area
- Maximum feasible withdrawal rate per well and per source cluster
- Ground water quality of Aquifer
- Conceptual plan along with alignment for proposed conveyance system for feeding the existing reservoirs / water treatment plant.
- Detailed design, drawings and cost estimation
- Preparation of tender documents and technical specifications

(B) For Brackish Water

The following are elements of scope of study:

- Hydrogeological Survey
- Geophysical Investigations
- Bore - Hole logs and Strata charts

- Depth of availability of brackish ground water bearing aquifer units
- Identification of locations for production well construction, ground water levels & water quality from existing aquifer source in the six identified areas.
- Assessment of data to identify Well-field areas where BGW meets minimum criteria for volume and well yield.
- Assessment of distribution of TDS, GWL conditions, estimated volume of ground water storage and depth of its availability.
- Evaluating BGW treatment alternatives and suggesting design and construction of appropriate Capacity Water Treatment Plant (WTP) and brine concentrate disposal along with conveyance system.
- Evaluating potential ground water yield in identified areas through pilot well field testing process aided by Test well drilling & Aquifer pump tests leading to determination of aquifer parameters
- Conceptual plan along with location of WTP, location of wells, technology to be adopted disposal rejects and alignment for proposed conveyance system of distribution to the required points
- Detailed design, drawings and cost estimation
- Preparation of tender documents and technical specification

5. Team Composition

It is required to provide the CVs of the following Experts with their Qualification and relevant experiences.

Sr. no.	<u>Key Experts</u>
1	Team Leader Cum Hydrogeologist
2	Geophysicist
3	Water Supply Expert
4	Chemical analyst / Water Quality Expert
5	Environment Expert
6	GIS Expert
7	Field Engineer
8	Quantity Surveyor

6. Deliverables:

The study shall be completed within a period of 3 months for fresh water and Six months for Brackish water from the date of signing of Agreement. The deliverables during the complete study are as follows:

S. No.	Report	Documents
i.	Inception Report	4 sets of hard copies, and one electronic version.
ii.	Assessment Report	4 sets of hard copies, and one electronic version.
iii.	Draft Detailed Project Report for fresh & Brackish water	4 sets of hard copies, and one electronic version.
iv.	Final Detailed Project Report for fresh & Brackish water	4 sets of hard copies, and one electronic version.
v.	Tender Documents & Specifications	4 sets of hard copies, and one electronic version.

7. DATA & SERVICES TO BE PROVIDED BY DJB

Copy of the available drawings and other relevant document pertaining to the work to the extent available will be supplied to the consultant on request after signing of the contract agreement. The consultant shall verify themselves about the accuracy of the data/information provided by DJB and before these are used. Data/information provided to the consultant shall remain the property of the DJB and shall be provided solely for the purpose of the work to be done in this TOR.

8. PAYMENT SCHEDULE

Mode for release of payments:-

Payment will be made as per the following payment schedule for work done at different stages.

S. No.	Particulars	Payment	Time Period
1.	Advance Payment against Bank Guarantee which will be recoverable from the 1 st month in Six installments.	10%	-
2.	On submission of Inception Report for Fresh Water	10%	1 month
3.	On submission of Assessment Report for Fresh Water	10%	1.5 months

4.	On submission of Inception Report for Brackish Water	10%	2 months
5.	On submission of Draft Detailed Project Report for fresh water	10%	2 months
6.	On submission of Final Detailed Project Report for fresh water	5%	2.5 month
7	On submission of Tender Documents for fresh water	10%	3 months
8.	On submission of Assessment Report for Brackish Water	10%	3 months
9.	On submission of Draft Detailed Project Report for Brackish water	15%	4 months
10.	On submission of Final Detailed Project Report for Brackish water	10%	5 months
11.	On submission of Tender Documents for use of Brackish water	10%	6 months

Note: 10% payment shall be deducted from each bill and same shall be released after approval of final report of each project.

SECTION-6

CONDITIONS OF CONTRACT

1 COMMENCEMENT OF CONTRACT

- i) **Effectiveness of contract:** The contract shall come into effect on the date the contract is signed by both parties.
- ii) **Commencement of services:** The consultant shall begin carrying out the services 10 days after the date of issue of work order or at such other date as may be specified in the work order.
- iii) **Modifications:** Modifications of terms and conditions of the contract including any modification of scope of services or of contract price may only be made by written agreement between the parties.
- iv) **Notices:** Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communications is addressed or when sent by registered mail or facsimile to such party at the specified addresses.

2. AUTHORISED REPRESENTATIVES: Any action required or permitted to be taken and any document required or permitted to be executed under this contract by the Delhi Jal Board or the consultant may be taken or executed by the officials so authorized.

3. LAWS GOVERNING THE CONTRACT: This contract, its meaning and interpretation and the relation between the parties shall be governed by the laws as applicable in India.

4. TERMS & CONDITIONS OF PAYMENT: Payments will be made to the consultant according to the payment schedule as detailed in terms of reference.

5. TAXES & DUTIES: Unless otherwise specified in the TOR the consultant shall pay such taxes, duties, fees, other impositions as may be levied under the present applicable laws, the amount of which is deemed to have been included in the contract price.

6. FORCE MAJEURE:

- i) **Definition:** For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- ii) **NO BREACH OF CONTRACT:** The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or a default under this contract in so far as such inability arises from an event of force majeure,

provided that the party affected by such an event (a) has taken all precautions, due care and reasonable alternative measures in order to carryout the terms and conditions of this contract and (b) has informed the other party as soon as possible about the occurrence of such an event.

- iii) **Extension of time:** In case of consultant is unable to perform the services under this contract as result of force majeure, the contract period shall be duly extended for a period equal to the time during which such force majeure condition existed.
- iv) **Payments:** During the period of this inability to perform the services as a result of an event of force majeure, consultant shall be entitled to continue to be paid under the terms of this contract.

7. TERMINATION

7.1 By the Delhi Jal Board

The Delhi Jal Board may terminate this contract, by not less than 30 days written notice of termination to the consultant, to be given after the occurrence of any of the event specified as follows.

- i. If the consultant does not remedy a failure in the performance of his obligations under the contract within 15 days of receipt of notice or within such period as the Delhi Jal Board may have notified.
- ii. If the consultant becomes insolvent or bankrupt.
- iii. If as a result of force majeure the consultant is unable to perform a material portion of the services for a period of not less than 30 days.
- iv. If the consultant, in the judgment of Delhi Jal Board has engaged in corrupt or fraudulent practices in competing for or in executing the contract

For purpose of this clause:

“Corrupt practice” will also include the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” will also include misrepresentation of the facts in order to influence the selection process or the execution of the contract to the detriment of the Delhi Jal Board, and includes collusive practice amongst consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Delhi Jal Board of the benefits of free and open competition.

- v. If the Delhi Jal Board in its sole discretion and for any reason whatsoever, decides to terminate this contract.

7.2 By the consultant

The consultant may terminate this contract ,by not less than thirty (30) days written notice to the Delhi Jal Board, if as the result of force majeure, the consultant is unable to perform a material portion of services for a period of not less than(30) days.

7.3 Payment upon termination

Upon termination of the contract pursuant to clause 7.1 the Delhi Jal Board shall pay the remuneration to the consultant pursuant to clause 4 for services satisfactorily performed prior to the effective date of termination.

8 OBLIGATION OF THE CONSULTANT

8.1 General

The consultant shall perform the services and carry out his obligations hereunder with all due diligence, 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. The consultant shall always act in respect of any matter relating to this contract or to the services as faithful advisers to the **Delhi Jal Board**, and shall at all times support and safeguard the Delhi Jal Board's legitimate interests in any dealings with sub consultants or third parties.

8.2 Conflict of interests

Consultant not to benefit from commissions, discounts, etc. The remuneration of the consultant pursuant to clause 4 shall constitute the sole remuneration in connection with this contract or the services and the consultant shall not accept for his own benefit any trade commission, discount or similar payments in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract and the consultant shall use his best efforts to ensure that the personal shall not receive any such additional remuneration.

8.3 Consultant and affiliates not to be otherwise interested in projects

The consultant agrees that, during the term of this contract and after its termination, the consultant and his affiliates, as well as any sub consultant and any of its affiliates, shall be disqualified from providing goods, works or services(other than the services and any other continuation thereof) for any project resulting from or closely related to the services.

9 INDEMNITY: The consultant shall undertake to indemnify the Delhi Jal Board from any claims arising out of its own actions and/or actions of its personnel employed for this contract due to any mishap, misconduct, negligence or any illegal act etc.

10. CONFIDENTIALITY: The consultant, his sub consultants and the personal of either of them shall neither during the term nor within four (4) years after expiration of this contract, disclose any proprietary or confidential information relating to the project, the

services, this contract, or the Delhi Jal Board's business or operations without the prior written consent of Delhi Jal Board.

11. CONSULTANTS ACTION REQUIRING DELHI JAL BOARD APPROVAL

The consultant shall obtain the Delhi Jal Board's prior approval in writing, before taking any of the following actions:-

- i) Entering into a sub contract for the performance of any part of the services.
- ii) Appointing such members of the personnel not listed by name in standard form 3E.
- iii) Any other action that may be specified.

12. REPORTING OBLIGATIONS

The consultant shall submit to the Delhi Jal Board the reports and documents specified in TOR in the form within the period specified.

13. DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF THE DELHI JAL BOARD

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the consultant in accordance with the TOR shall become and remain the property of Delhi Jal Board and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the Delhi Jal Board together with a detailed inventory thereof.

14. REMOVAL SEND/OR REPLACEMENT OF PERSONAL

- i) Except as the Delhi Jal Board may otherwise agree no changes shall be made in the key personal. If for any reason beyond the reasonable control of the consultant, it becomes necessary to replace any of the key personal, the consultant shall forthwith provide as a replacement a person of equivalent or better qualification.
- ii) If the Delhi Jal Board finds the any of the personal have(i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personal, then the consultant shall at the Delhi Jal Board's written request, provide as a replacement a person with qualifications and experience acceptable to the Delhi Jal Board.
- iii) The consultant shall have no claims for additional costs arising out of or incidental to any removal and / or replacement of personal.

15. PENALTY CLAUSE

In case the consultant fails to complete his task within the specified period a penalty will be levied on the delay period as per decision of Delhi Jal Board. However, the total penalty amount will be limited to a maximum 10% of the total Contract Value payable to the consultant.

16. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.