

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI

**ARRANGEMENT OF BUSINESS AS PER REGULATION 14 (1) OF PROCEDURE AND
CONDUCT OF BUSINESS REGULATIONS, 1997.**

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- a) **Confirmation and signing at such meeting by the presiding officer thereof of the minutes of the last ordinary meeting or meetings or and of the minutes of any special meeting since the last ordinary meeting.**

ITEM NO. 01 (C-4)

Confirmation and signing of the minutes of the last Special Meeting No. 01/2007-08 dated 18.04.2007 **(See pages 2 - 3)**.

COUNCIL'S DECISION

As desired by the Council in its meeting dated 18.04.2007, in respect of Item No.7 (A-3), certificate is issued by Sh. Rakesh Sharma SE (R-I) that the ongoing work of DMRC from Central Secretariat to Badarpur corridor will not affect the improvement of footpath at Maulana Azad Road.

The above minutes were confirmed in the Council's Meeting No.02/2007-08 held on 16.05.2007.

**NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI**

**MINUTES OF THE COUNCIL'S SPECIAL MEETING NO. 01/2007-2008
HELD ON 18.04.2007 AT 11-00 A.M.**

MEETING NO.	:	01/2007-08
DATED	:	18.04.2007
TIME	:	11-00 A.M.
PLACE	:	PALIKA KENDRA, NEW DELHI.

PRESENT:

1. **Sh. Parimal Rai** : **Chairperson**
2. Smt. Tajdar Babar : Vice Chairperson
3. Sh. Ashok Ahuja : Member
4. Sh. B.A. Coutinho : Member
5. Dr. M.M. Kutty : Member
6. Sh. V.V. Bhat : Member
7. Sh. Mukesh Bhatt : Member
8. Ms. Sima Gulati : Member
9. Sh. Keshav Chandra : Secretary, N.D.M.C.

Sh. B.A. Coutinho, Joint Secretary (UT), Ministry of Home Affairs, Govt. of India, & Member, NDMC, has administered the oath of office to the new Chairperson Sh. Parimal Rai, IAS (AGMU : 85), on 18th April, 2007.

ITEM NO.	ITEM	PROCEEDINGS
1 (C-1)	Oath Taking by the New Chairperson, NDMC.	The new Chairperson Sh. Parimal Rai, IAS (AGMU : 85), has taken oath of office on 18 th April, 2007.
2 (C-2)	Confirmation and signing of the minutes of the last Ordinary Meeting No. 12/2006-07 dated 12.02.2007.	Minutes confirmed.
3 (C-3)	Confirmation and signing of the minutes of Special Meeting No. 13/2006-07 dated 28.03.2007.	Minutes confirmed.

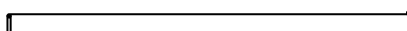
4 (A-1)	Strengthening of Water Supply System in NDMC area. SH : Installation of 26 nos. tubewells for Horticulture purposes.	Resolved by the Council that administrative approval and expenditure sanction to the preliminary estimate amounting to Rs.2,27,06,200/- is accorded for Installation of 26 nos. of tubewells for Horticulture purposes.
5 (A-2)	S/R of Roads in NDMC area during 2006-07. Providing and laying cc grass pavers in Kaka Nagar Colony, New Delhi.	<p>The Council resolved to accept the offer of M/s Jai Bharat Construction, @ 6.00% below the estimated cost of Rs.63,13,518/- of the tender amount, which works out to Rs.59,34,309/-, for the work of providing and laying grass pavers in Kaka Nagar colony, New Delhi".</p> <p>The Council also accorded ex post facto approval of the action taken to award the work to M/s Jai Bharat Construction.</p>
6 (B-1)	Providing 66 KV feeders (4X630 sq.mm. single core for each S/S) from S/S Park Street to S/S School Lane & S/S Vidyut Bhawan.	Resolved by the Council that revised estimate amounting to Rs. 17.39 Crores is sanctioned and administrative approval and expenditure sanction is accorded for the estimated amount for "Providing of 66KV feeders (4X630Sq.mm single core for each S/S) from S/S Park Street to S/S School Lane & S/S Vidyut Bhawan".
7 (A-3)	Strengthening and resurfacing of roads in NDMC Area. Sub Head : Imp. to footpath at Maulana Azad Road from Man Singh Road to Sunehri Bagh Circle.	<p>Resolved by the Council that administrative approval and expenditure sanction for the preliminary estimate amounting to Rs.66,17,000/- is accorded subject to the condition that the Engg.-in-Chief will certify that the ongoing work of DMRC in the vicinity will not affect the improvement of the footpath at Maulana Azad Road.</p> <p>The Council further resolved to accept the negotiated rate of L-I, i.e. M/s. R. K. Sharma & Co. @ 89.43% above the estimated cost with negotiated amount of Rs.68,60,317/- for the work of Improvement to foot-path at Maulana Azad Road.</p>

b) Questions:-

No question.

c) Business from the Chairperson

ITEM NO.	SUBJECT	PAGE	ANNEXURE
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ITEM NO.2 (B-2)

Name of Work : Replacement of 33 KV Yugo-Entergo make switchgearboard installed at Electric Sub-stations Nirman Bhawan, Electric Lane (H.C. Mathur Lane) & Babu Dham.

Name of the Deptt.: Addl. Chief Engineer (E-II)

Brief History of the Subject:

Three no. 33 KV, DBB, MOCB type "Yugo-Entergo make" switchgear panel boards were installed, one each at Electric Sub-stations Nirman Bhawan, Electric Lane and Babu Dham in the year 1971-72 by the then DESU when these sub-stations were established by them. These sub-stations were taken over by NDMC in 1989. As per the amendment of the Depreciation of fund rule vide Gazette Notification (Gazette of India) dated 23.01.1992 adopted by New Delhi Municipal Council as per Notification dated 29.03.1994, the prescribed useful life of switchgear is 25 years. These switchgear panels have thus already served their prescribed useful lives of 25 years and have been giving frequent troubles since long. Great difficulty is being faced to maintain these switchgears because of non-availability of their spare parts in the market. Departments is somehow, maintaining these switchgear panels by using locally fabricated spare parts which are neither so durable nor long lasting. Moreover these switches sometimes also mal-function which may lead to some serious accident causing harm both to operating staff & equipments.

Moreover, all the above-mentioned electric sub-stations are very important feeding power supply to VVIPs e.g. P.M. House, Rastrapati Bhawan, Sansad Bhawan, Vigyan Bhawan, Diplomat area and other important offices of Govt. of India. To ensure un-interrupted power supply to those VVIPs and other important consumers of NDMC area replacement of old switchgear panels in above-mentioned sub-stations is essentially required.

The expert committee headed by Sh. Y.P.Singh, Chairman Electricity Consumers Grievances Redressal Forum for NDMC area, also recommended that the old switchgears of the above mentioned sub-stations should be replaced in the first instance.

4. Detailed Proposal on the Subject:

As explained above, the Yugo-Entergo make 33 KV MOCB type switchgear panels which have already served useful life and giving frequent troubles need to be replaced with new panels in order to ensure un-interrupted and smooth power supply to VVIP area of NDMC.

It has been proposed that the existing 7 no. Yugo-Entergo make switchgear panels at ESS H.C. Mathur Lane be replaced with new GIS panels. Similarly the existing 7 no. Yugo-Entergo make switchgear panels at ESS Nirman Bhawan will be replaced with new GIS panels. The existing MOCB type Jyoti make 6-panel board at ESS Nirman Bhawan will also be replaced with new GIS panels in order maintain the symmetry. The Jyoti make 6 panel board so dismantled, which have not so far served their useful life will be installed at 33 KV Electric sub-station Babu Dham along with 1 no. more Jyoti make panel proposed to be dismantled from 33KV ESS Vidyut Bhawan.

5. Financial Implications of the proposed Scheme:

An estimate amounting to Rs. 11.40 Crores has been prepared for the replacement of Yugo-Entergo make 33 KV switchgear panels installed at Electric Sub-stations H.C. Mathur Lane, Nirman Bhawan and Bapu Dham with new GIS panels. Out of this Rs. 7.98 Crores will be charged to E-3: Depreciation of Reserved funds and balance Rs. 3.42 Crores will be charged to E-4-1.

6. Implementation Schedule with Timeliness:

Subject to availability of funds, the work of replacement of the switchgear panels will be executed in a phased manner and the same shall be completed by December, 2009. Execution of work is however linked with the procurement of GIS panels and arrangement of shut-downs of the existing sub-station equipments.

7. Comments of the Finance Department on the subject:

Finance department vide their Diary No. 378/Finance dated 28.02.2007 has concurred in the estimate amounting to Rs. 11.40 Crores subject to the following conditions.

Approval of Competent authority.

Availability of funds.

Correctness of the facts and figures brought out on the record.

The work will be executed strictly adhering codal provisions.

Sign. of competent authority on the estimate so prepared.

8. Comments of the Department on the Comments of Finance Department:

The case will be noted to the council for approval.

Suitable funds have been asked for the year 2007-08.

The information/facts and figures brought out on the record by the department are correct.

The work shall be executed after adhering to all the codal provisions.

Needful has been done.

Legal Implication of the subject:

It does not involve any legal implications.

10. Detail of previous Council's Resolution, existing Law of Parliament and Assembly on the subject

Nil

11. Comments of the Law Department on the subject.

12. Comments of the Department on the comments of Law Department.

13. Recommendations:

The case is noted to the council for according administrative approval and expenditure sanction to the estimate amounting to Rs. 11.40 Crores for "Replacement of old Yugo-Entergero make 33 KV MOCB type switchgear panels at Electric Sub-stations Harish Chander Mathur Lane, Nirman Bhawan and Bapu Dham."

COUNCIL'S DECISION

Resolved by the Council that administrative approval and expenditure sanction to the estimate amounting to Rs.11.40 Crores is accorded for replacement of old Yugo-Entergero make 33 KV MOCB type switchgear panels at Electric Sub-stations Harish Chander Mathur Lane, Nirman Bhawan and Bapu Dham.

Further resolved by the Council that switchgear panels to be replaced by new GIS panels at HC Mathur Lane and ESS, Nirman Bhawan be properly stored for their further re-installation. Department to also ensure proper storage of all new equipments.

ITEM NO.3(B-3)

1. **Name of Work:** Construction of 220KV Electric Sub-Station at Harish Chander Mathur Lane and Trauma Centre (AIIMS). SH: Surrendering the land back to L&DO and AIIMS.
2. **Name of the Department:** ELECTRICITY DEPARTMENT.
3. **Brief history of the Proposals:**

Two Nos. 220KV Electric Sub stations are to be established in NDMC area namely at Harish Chander Mathur Lane and Trauma Center. CEA had technically cleared both these schemes as part of our Xth Five Year Plan schemes. These sub-station were to be constructed by NDMC out of its own funds.

Subsequently, Secretary (Power), GOI in a meeting taken on 19.7.04 decided that these Sub-stations are to be established by M/s. DTL at their cost (who are the State Transmission Utility).

Subsequently, the matter was placed before the Council on the representations of Associations/ labour Union and with the recommendations of Engineer-in Chief before the Council in its meeting held on 28.6.05 vide Resolution No.4 (B-5). The Council decided as under:

“Resolved by the Council that independent advise may be sought by appointing a Consultant, who may suggest technical and financial advantages/disadvantages in case NDMC establishes two nos. of 220 KV substations in NDMC at Harish Chander Mathur Lane and Trauma Centre of its own and furnish a comprehensive development plan considering the future scenario in the power sector.

It was further decided by the Council that matter be also examined to take suitable action against the erring officer/officers in the matter.”

In pursuance of Council's decision, CEA and PGCIL both were requested to give technical and financial advantages of the proposal. Initially CEA agreed to give technical consultancy for a consideration amount of Rs. 4 lacs,(agreed by NDMC), but subsequently they declined on the plea that DERC has already given in principle approval to DTL for establishing the aforesaid substations. M/s. PGCIL has not given financial benefits till date in spite of constant follow up.

On initiative of NDMC, Secretary, Power GOI had taken a meeting at 10.00 AM on 7.6.06 which was attended by various officers of Ministry of Power, Central Electricity Authority, Joint Secretary, Ministry of Home Affairs, Principal Secretary (P) and CMD, DTL, Director (Operation), DTL, General Manager (SLDC), DTL, Chairperson, NDMC along with Director (Commercial) and Addl. Chief Engineer (Elect) .

In this meeting following decisions were taken:

- (i) DTL may implement 220 KV GIS at H.C. Mathur Lane and Trauma Center (AIIMS) at their own cost.
- (ii) DTL would ensure priority in supply of power to NDMC areas.

- (iii) A Task Force comprising Member (Power Systems), CEA, Director (Operations), DTL and Addl. Chief Engineer (Elect), NDMC would supervise implementation of the scheme and would meet as frequently as required.
- (iv) CEA would ensure that adequate capacity margins are available in the system by vetting the specifications of two GISs and that of the cables to be provided between 400/220 KV Maharani Bagh Sub-station and the subject Sub-stations.
- (v) DTL may initiate the works immediately so as to complete the works as per deadlines given below:
 - (a) Floating of tender: 1st July 2006.
 - (b) Opening of bids: 15th August 2006
 - (c) Award of Contract(s): 15 September 2006/
 - (d) Approval of DERC: 15 September 2006.
(to be sought in parallel).

Council vide Reso. No. 3(A-13) dated 19.7.2006 has resolved that the decision taken in the meeting on 7.6.06 by the Secretary (Power) G.O.I. be adopted, as per the above details.

Accordingly, Draft MOU was prepared for handing over the land to DTL and sent to Law Deptt. for vetting. As per the advise of LA, copy of MOU was sent to DTL for comments and acceptance, who vide letter 19.1.07 has informed that -

"In order to facilitate DTL to take up the work of construction of above two grid sub-stations, it is essential that the land for these sub-stations is handed over to us at the earliest. The matter was deliberated in a meeting called by Director (Oprs.) DTL, which was attended by the representatives of our Civil Department and our legal counsel when it was felt that the land could be handed over to DTL only by the land owning authority. This implies that the land for Trauma Centre be handed over to DTL by AIIMS whereas the land for H.C. Mathur Lane should be handed over to DTL by the L&DO department.

In view of above, it is requested that AIIMS authorities be advised to hand over the land to DTL. DTL will pay the ground rent as per the rates decided by L&DO department from time to time. As regards H.C. Mathur Lane 220KV S/S, L&DO may be requested to lease out the land to DTL directly on the terms and condition on which it was provided to

NDMC by L&DO. DTL is willing to pay the cost of the land, if any, as decided by L&DO.

Since the above two projects are being monitored directly by the Secretary (Power), Govt. of India and are important for meeting the load requirement of Common Wealth Games scheduled to be held in Delhi in the year 2010, it is requested that necessary steps for handing over of the land of these sub-stations to DTL be taken on priority Please."

With the above, the case was again sent to LA for examination and expert advise in the matter, LA has informed that-

1. It does not involve any law point. L&DO allotted land at Harish Chander Mathur Lane to NDMC for 66KV Sub-Station.
2. AIIMS has given land to NDMC for constructing a dedicated sub-station.
3. If NDMC is not constructing the sub-station, it would be advisable to surrender the same to L&DO and AIIMS and DTL directly deal with L&DO and AIIMS. There is nothing in the allotment letter from L&DO or AIIMS that these sites can be given by NDMC to DTL through MOU's.

Accordingly, the Chairperson has accorded approval to the proposal that to place an agendum before the Council for doing the needful for surrendering the land back to L&DO.

4. Detailed proposal on the Project: -

Two Nos. 220KV ESS are to be established in NDMC area at H.C. Mathur Lane and Trauma Centre, AIIMS.

The land for H.C. Mathur Lane was allotted to NDMC by L&DO directly and AIIMS authorities transferred the land for Trauma Centre to NDMC as earlier these ESS were to be established by NDMC.

A meeting was taken by the Secretary (Power), Govt. of India on 7th June 2006 wherein it was decided that these ESS shall be established by M/s DTL at their cost. Accordingly the DTL has been writing to us for handing over these pieces of land. We have been advised by the L.A. that we may surrender these pieces of land to L&DO and AIIMS respectively and advise the DTL to get the land allotted directly.

Therefore, it is proposed to place an agendum before the Council for approving surrender of the land back to L&DO and AIIMS.

5. Financial Implications: -

The land was allotted to NDMC by L&DO at Harish Chander Mathur Lane for which NDMC paid Rs. 20,63,130/- plus subsequently ground rent Rs 3,52,240/- (paid up to 3.8.07) @ Rs. 50,320/thereof per annum to L&DO, cost of boundary wall Rs. 5,74,711/- constructed by NDMC and cost towards reallocation of J.J. Cluster (encroachment).

For Trauma Centre (AIIMS) the land belong to AIIMS and NDMC has not incurred any expenditure for the same.

6. Implementation schedule with timeliness for each stage including internal processing: -

These 220KV ESS are now to be constructed by M/s DTL.

7. Comments of the Finance Department on the subject: -

Does not involve any concurrence from Finance Deptt.

8. Comments of the Department on comments of Finance Deptt:

Not applicable in view of above.

9. Legal implications of the Project: -

LA has informed that-

1. It does not involve any law point. L&DO allotted land of Harish Chander Mathur Lane to NDMC for 66KV Sub-Station.
2. AIIMS has given land to NDMC for constructing a dedicated sub-station.
3. If NDMC is not constructing the sub-station, it would be advisable to surrender the same to L&DO and AIIMS and DTL directly deal with L&DO and AIIMS. This is nothing in the allotment letter from L&DO or AIIMS that these sites can be given by NDMC to DTL through MOU's.

10 Details of Previous Council Resolution: -

1. 3(XL) dated 24.9.99
2. Item No.4 (B-5) dated 28.6.05
3. Item No. 3(A-13) dated 19.7.06

11. Comments of the Law Deptt. on the Project:-

1. It does not involve any law point. L&DO allotted land of Harish Chander Mathur Lane to NDMC for 66KV Sub-Station.
2. AIIMS has given land to NDMC for constructing a dedicated sub-station.
3. If NDMC is not constructing the sub-station, it would be advisable to surrender the same to L&DO and AIIMS and DTL directly deal with L&DO and AIIMS. This is nothing in the allotment letter from L&DO or AIIMS that these sites can be given by NDMC to DTL through MOU's.

12. Comments of the Deptt. on the comments of Law Deptt:-

On the advise of LA, the case was submitted to Chairperson for approval to place an agendum before Council for doing the needful for surrendering the land back to L&DO and AIIMS authorities, Chairperson has accorded approval to above proposal.

13. Recommendations: -

The case is placed before the Council for consideration and decision in the matter that the land at Harish Chander Mathur Lane and at Trauma Centre (AIIMS) allotted for construction of 220KV Electric Sub-Station may be surrendered to L&DO and AIIMS Authority respectively. L&DO may be requested to refund the cost of land amounting to Rs. 20,63,130/- (Ground rent paid up to 3.8.07 Rs. 3,52,240/- @ Rs. 50,320/- per year may be written off) and DTL may be requested to pay the amount incurred for construction of boundary wall Rs. 5,74,711/- and amount towards relocation of J.J. Cluster as per actual.

COUNCIL'S DECISION

Resolved by the Council that the land at Harish Chander Mathur Lane and at Trauma Centre(AIIMS) allotted for construction of 220 KV Electric Sub-Station be surrendered to L&DO & AIIMS Authority respectively.

Further resolved by the Council that L&DO may be requested to refund the cost of land amounting to Rs.20,63,130/-(Ground rent paid up to 3.8.07 Rs.3,52,240/- @ Rs.50,320/- per month) may be written off and DLT may be requested to pay the amount incurred for construction of boundary wall Rs.5,74,711/- and amount towards relocation of JJ Cluster as per actual.

Further resolved by the Council that CVO will inquire into the matter of non-implementing the decision of the Council's Resolution No.4(B-5) dated 28.6.2005 regarding action to be taken against the erring officer/officers.

ITEM NO. 4(B-4)

1. **Name of Work :-** Supply, Installation, Testing and Commissioning of HT & LT CT operated Micro Processor Based Trivector Electronic Meters of class 0.5 Accuracy.
2. **Name of the Deptt. :-** Electricity Department.
3. **Brief History of the Proposal:-**

A Sub-committee of officers was constituted by the Chairperson NDMC to make detailed recommendations for the type of Meters to be installed for different ratings of loads, to recommend short listing internationally reputed companies, estimates and NIT finalization etc. for energy meters. The Sub-committee had representatives of Finance, Commercial, Quality control and Electrical Engineering Departments of NDMC besides Department of Power, Govt. of NCT Delhi. The committee of officers after going through the necessary detailed concept papers, previous minutes of the meeting etc. and after due deliberations, recommended that only electronic energy meters of good quality and manufactured by internationally reputed companies may be provided for all categories of consumers in NDMC area. The above recommendations of the Sub-committee were approved by the Chairperson.

For supply and installation of HT and LT CT Operated Trivector Micro Processor based Electronic Energy Meters in NDMC area, following two estimates have been approved by the Council: -

1. Estimate No. E-8/EE (M/N)/2000-01 amounting to Rs.46, 27,000/- having provision of Rs. 6,83,600/- for 90 Nos. HT/LT Trivector Micro Processor Based Electronic Energy Meters approved by the Council vide Resolution No. XXIV dated 17.05.01.
2. Estimate No.E-11/EE (M/N)/2003-04 amounting to Rs.1, 44,87,154/- for 1300 Nos. HT/LT Trivector Micro Processor Based Electronic Energy Meters approved by the Council vide Resolution No. 6 (B-4) dated 02.7.04.

4. **Detailed Proposal on the Subject:-**

Tenders were invited in two cover system by giving due publicity. After following prescribed procedure for processing of tenders, M/s Secure Meters Pvt. Ltd. emerged as the lowest firm giving following cost implications and other terms and conditions: -

1. HT, CT OPERATED ELECTRONIC METERS.
 - i) Supply - Rs.4, 242/- x 60 = Rs. 2,54,520/=
 - ii) Installation - Rs.1, 234.64 x 60 =Rs.74, 078/-
 2. LT, CT OPERATED ELECTRONIC METERS.
 - i) Supply - Rs.4, 191.50 x 1330 = Rs.55, 74,695/-
 - ii) Installation - Rs.589.26 x 1330 = Rs.7, 83,715.20
- Total (1 + 2) - Rs. 66,87,009.20

- Say Rs.66, 87,009/-
- (Rupees Sixty-Six Lac Eighty Seven Thousand Nine only).

Other Terms and Conditions as under: -

1. Excise Duty - Nil
 2. CST - 1% against Form-C on the negotiated rates.
 3. Freight & Insurance - Inclusive
 4. Service Tax - @ 12.24% (for installation only on the negotiated rates.)
 5. Date of Commencement – 10th day from the date of written order to commence work.
 6. Delivery - Within two months.
 7. Place of Delivery – At our store, Vidhut Bhawan, Aurangzeb Road, New Delhi.
 8. Completion of work – Two months from the tenth day after the date of written order to commence work.
 9. Compensation for non-completion of work in time – 1% per week on the value of unexecuted portion of the order subject to maximum 10% of the unexecuted portion.
 10. Defects Liability Period – 5 (Five) years for the meters & 12 (twelve) months for the work from the date of completion of work.
 11. Mode of Payment - i) 75% of the cost of the material supplied by the firm at stores would be paid after receipt of the material.
ii) 25% of the material's cost would be paid to the supplier firm after successful installation, testing & commissioning of the meters at site.
iii) In respect of installation part, the payment would be paid to the firm after successful installation of the meters at site.
iv) Performance guarantee - @ 5% of the contract amount shall be furnished by the firm till expiry of the guarantee.
 12. Security Deposit – 10% of amount payable shall be deducted towards security deposit from all running payments as per clause 1 of the conditions of contract.
 13. Pre Dispatch Inspection – All acceptance tests and inspection shall be carried out at the place of manufacturer. The manufacturer shall offer the inspector representing the Purchaser all the reasonable facilities, free of charge, for inspection and testing, to satisfy him that the material is being supplied in accordance with this specification. The NDMC representative/Engineer attending the above testing will carry out testing on five meters and issue test certificate approval to the manufacturer and give clearance for dispatch. A soft copy of routine tests for entire lot of meter shall be submitted for giving dispatch clearance.
 14. Arbitration – In case of dispute, the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause (as per Clause 25 of NIT).
- 5. Financial Implications** - Rs.66, 87,009/-
- (Rupees Sixty-Six Lac Eighty Seven Thousand Nine only).

Implementation Schedule - Delivery within two months Completion of work – 2 months from 10th day after date of written order to commence work.
Comments of Finance – Finance has concurred in the proposal of the department to award work of supply & installation for HT & LT, CT operated Micro Processor Based Electronic Energy Meters to M/s Secure Meters Pvt. Ltd. at their negotiated rate of Rs.66, 87,009/-.

6. **Comments of the department on comments of finance:-**

The observations of finance have been duly replied and complied with by the department before forwarding the case to council.

Legal Implications – No law point is involved in the case and the same has been confirmed by Legal Advisor.

7. **Comments of Law Department-**

Law department has given its no objection to the proposal.

8. **Comments of department on comments of Law Department –**

Since no Law point is involved in the case and Law department has given its no objection to the proposal the same is being put up to Chairperson/Council for approval.

9. **Recommendations**

The department recommends to place order for supply, installation, testing and commissioning of HT & LT, CT Operated Micro Processor based Trivector Electronic Energy Meters, on M/s Secure Meters Pvt. Ltd. at their negotiated rate of Rs.66,87,009/- (Rupees sixty six lac eighty seven thousand nine only) on the terms and conditions and specifications of NIT and other acceptable terms and conditions communicated to the firm.

COUNCIL'S DECISION

Resolved by the Council that the order for supply, installation, testing and commissioning of HT & LT, CT operated Micro Processor based Trivector Electronic Energy Meters be placed on M/s. Secure Meters Pvt. Ltd. at their negotiated rate of Rs.66,87,009/- on the terms and conditions and specifications of NIT and other acceptable terms and conditions communicated to the firm.

ITEM NO.5(A-5)

1. Name of the Subject / Project : **Technical Maintenance of sewer in NDMC area. SH:-Operation and maintenance of sewer cleaning suction machines at Sewerage Control Room, Sarojini Nagar, New Delhi.**

2. Name of the Department : **Civil Engineering Department, Sewerage Maintenance Division.**

3. Brief History of the live subject / project

There exists a sewerage control room under sewerage maintenance division which works round the clock. The control room has two numbers pressure jetting machines and two numbers sewer suction machines for removal of sewer blockages and sewer overflows. The two numbers pressure jetting machines are operated and run by departmental staff whereas two numbers suction machines are run and operated through contract. After fabrication of suction machines by M/s T.P.S Manufacturing & Construction Co. Pvt. Ltd. during the year 2001, these machines have been under operation & part maintenance by the same agency as per the contract for a period of five years which expired in December,2006.

4. Detailed proposal on the subject / Project :

Since the running of vehicles through contract has been found to be successful during last five years, it has been proposed to get the same done for a period of two years more through call of tenders. A detailed estimate amounting to Rs.20,98,500/- has been technically sanctioned by the competent authority for operation & part maintenance of two numbers suction machines, except maintenance of vacuum pump, hydraulic pump and painting of machines which are need based and action for maintenance of these components may be taken as and when required,. NIT amounting to Rs.15,28,944/- has been sanctioned by the competent authority for call of tenders. The tenders were opened on 27.02.2007 and despite wide publicity through newspapers, websites and issue of tender notice through various organizations there has not been much response and only one tenderer M/s KAM AVIDA Enviro Engineers Pvt. Ltd. tendered the rates.

5. Financial Implication of the proposal :

The rates tendered by M/s KAM AVIDA Enviro Engineers Pvt. Ltd. are Rs.25,540/- per month per machine for the first year and Rs.26,540/- per month per machine for the second year. The tendered amount is Rs.12,49,920/- which is 18.25% below the estimated cost of Rs.15,28,944/-. This compares favourably with the prevailing market rates and the rates are much less than Rs.37,934/- per month per machine which have been paid in the last stretch of one year to the agency who has been operating and maintaining the suction machines for the last five years i.e. M/s TPS Manufacturing Construction Co. Pvt. Ltd.

6. **Implementation schedule with timelines for such stage including internal processing.**

After approval and acceptance of the tenders by the Council, letter of award may be immediately issued to the contractors M/s KAM AVIDA Enviro Engineers Pvt. Ltd. for operation & maintenance of two numbers sewer suction machine for two years.

7. **Comments of Finance Department on the Subject:**

Being a single tender, the case was referred to Finance who raised queries regarding registration of the firm as per the conditions of the NIT.

8. **Comments of the Department on the comments of the Finance Deptt:**

Regarding observations of Finance Department, it was, however, clarified that the firm is registered with Maharashtra Small Scale Industries Development Corporation Limited (MSSIDC), Pune which is Maharashtra State Government Organization. Besides this, the firm is a registered supplier with All India Institute of Local Self-Government, Mumbai for supply of such like machine/mechanical equipments to Local Bodies, Government, Semi Government Institutions. The company has manufactured and supplied suction machines to many municipal bodies in various states of India. They have also been executing a work of operation & maintenance of 13 suction and suction cum jetting machines in Municipal Corporation in Delhi for an amount of Rs.64,97,400/-, although they are not registered in a particular class there. Finance Department has concurred in the proposal to accept the tenders of single firm who have offered @18.25% below the estimated cost.

9. **Details of previous Council Resolution existing Law of Parliament & Assembly on the Subject:**

After purchase of chassis by NDMC, the suction machines were originally got manufactured from M/s T.P.S Manufacturing Construction Company Pvt. Ltd. after call of tenders and award of work vide Reso. No. OM 3(xxvii) dt. 16.06.2001 of the Council. As per the contract, they have operated & maintained these two vehicles with different rates during the last five years. In the 1st and 2nd year the rates were Rs.28,500/- per month per machine, in the 3rd, 4th & 5th year the rates were Rs.31,350/-, Rs.34,485/- & 37,934/- per month per machine respectively.

10. **The comments of law Department on the subject:**

No comments of Law Department are required on the subject.

11. **Comments of the Department on the comments of Law Department :**

No comments.

12. Recommendation :

This, being a single tender case, is placed before the Council for approval and acceptance of tenders of M/s KAM AVIDA Enviro Engineers Pvt. Ltd. @ 18.25% below the estimated cost of Rs.15,28,944/-, the tendered amount being Rs.12,94,920/-.

COUNCIL'S DECISION

Resolved by the Council that the tender of M/s. KAM AVIDA Enviro Engineers Pvt. Ltd. is approved and accepted @ 18.25% below the estimated cost of Rs.15,28,944/-, the tendered amount being Rs.12,94,920/-.

Council further directed the department to ensure the quality of the work during execution.

ITEM NO.6(A-6)**1. Name of the subject/project:**

Construction of Rain Harvesting pits in area of R-V Division at Shivaji Stadium, Bhai Veer Singh Marg, Minto Bridge, Chelmsford Road, Gole Dak Khanna, Bangla Sahib Road and R.K.A. Marg

2. Name of the Department:

Civil Engineering Department, Road Division –V.

3. Brief history of the Subject/project:

The Rain Water Harvesting Scheme along the road side drains was prepared on the recommendations of Central Ground Water Board. About 90 locations were identified in entire NDMC Area in consultation with Central Ground Water Board. Out of these 90 locations the present scheme is for 9 locations in the area of Executive Engineer (R-V). The Administrative approval and Expenditure Sanction was granted by Chairperson for Rs. 36,71,700/- on 26th Dec.'05. The tenders were called and M/s B.M. & Sons being the lowest tenderer was awarded the work for Rs.47,71,771/- after it was approved by Chairperson on 04 Nov.'06. The tender was accepted at 53.1% above the estimated cost against the justification of 59.49% after scrutiny by Planning Department and the fact that the quoted rates were found to be reasonable. After adding the departmental charges & contingencies the estimate works out to Rs.56,11,600/-which is beyond the 10% of original Administrative Approval and Expenditure Sanction. Since the estimate is beyond 10% of original PE so there is need for accord of revised Administrative Approval & Expenditure Sanction.

4. Detailed proposal on the subject/project:

Under these scheme Rain Water Harvesting at Nine locations with 19 pits & 33 bores are proposed to be constructed in the DIZ area as per recommendations given by Central Ground Water Board. The Recharging pits will be constructed on the berms of roads and will be connected to Storm Water drains of that area. The Rain Water Harvesting pits along the road side are expected to improve the water table in the area and avoid flooding of the drains during excessive rains. The present proposal is to obtain revised Administrative approval and Expenditure sanction by the Council as the cost of the project based on the lowest rates accepted is beyond the 10% of the original sanctioned amount.

5. Financial implication of the proposed/subject:

The financial implication of the work is Rs.56,11,600/-.

6. Implementation schedule with timeliness for such stage including internal proceeding:

The work has been awarded to the lowest contractor and is in progress. The work is likely to be completed by the 30 Jun.'07.

- 7. Comments of the Finance Department on the subject :**
The finance has concurred the revised Preliminary Estimate amounting to Rs.56,11,600/- subject to availability of funds.
- 8. Comments of the Department on comments of Finance Department.**
The funds are available under item 100(ii)(e) P-94 of the current year budget book. However, additional funds will be got reappropriated from other heads of R-V Div.
- 9. Details of previous Council Reso. existing Law of Parliament and Assembly on the subject:**
Not applicable.
- 10. Comments of the Law Department on the subject :**
No comments.
- 11. Comments of the Department on the comments of the Law Deptt. :**
No comments.
- 12. Recommendations**
The case is placed before the Council for consideration and accord of revised Administrative Approval and Expenditure Sanction of Rs. 56,11,600/- (Rupees Fifty Six Lacs Eleven Thousand Six Hundred Only) to the revised Preliminary Estimate for the work of Construction of Rain Harvesting pits in area of R-V Div. At Shivaji Stadium, Bhai Veer Singh Marg, Minto Bridge, Chelmsford Road, Gole Dak Khanna, Bangla Sahib Road and R.K.A. Marg

COUNCIL'S DECISION

Resolved by the Council that revised administrative approval and expenditure sanction of Rs.56,11,600/- to the revised Preliminary Estimate is accorded for the work of construction of Rain Harvesting pits in area of R-V Division at Shivaji Stadium, Bhai Veer Singh Marg, Minto Bridge, Chelmsford Road, Gole Dak Khana, Bangla Sahib Road and R.K. Ashram Marg.

ITEM NO. 7(A-7)

- 1. Name of the subject/project**
Improvement of Kaka Nagar Barat Ghar .
- 2. Name of the Department/Department concerned.**
Civil Engineering Department Zone-II
- 3. Brief History of the subject/project**

The New Delhi Municipal Council is responsible for an area of 42.74 square kilometers. This area includes the seat of the Central Government, Rashtrapati Bhawan, the Prime Minister's Office and Residence, Central Government offices, Foreign Missions, residences of Ministers, Members of Parliament, Diplomats and Central Government employees. In addition to providing basic civic amenities to its residents this municipal council also ensures various social, cultural, educational and medical facilities especially, to the government/municipal employees and other weaker sections of the society.

As New Delhi Municipal Council is looking after most prestigious part of the New Delhi and in order to give a more conducive environment to Barat Ghar, one pilot project has been embarked upon and "Improvement to Kaka Nagar Barat Ghar", New Delhi has been taken up. Kaka Nagar Barat Ghar is situated at a very prime location at Subramaniam Bharti Marg. The adjoining localities comprises of Minister's Bungalows, D/1 and D-II Flats, Kaka Nagar, Bapa Nagar, Lodhi Estate, C-I/C-II flats, Golf Links, Pandara Road and Sunder Nagar etc. besides Nizammudin. The drawings of this project have been dealt / prepared by C.A Department of NDMC. C.A. Department has furnished the architectural drawings for the proposed "Improvement to Kaka Nagar Barat Ghar" which shall be fully air-conditioned .Accordingly preliminary estimate was processed for which A/A & E/S was accorded by Council vide resolution No.9 (A-10) for Rs. 1,53,65,000/- on 17.05.2006. Detailed estimate amounting to Rs.1,21,73,500/- and draft N.I.T. amounting to Rs. 93,99,277/- was approved by CE(C-II) on 3.01.2007 and 18.01.2007 respectively. Accordingly tenders were invited. This is the first call of tenders and tenders were opened on 9.02.2007. Three tenders were received and lowest offer of Rs. 1,25,61,487/- was offered by M/s India Guniting Corporation which is 33.64 % above the estimated cost of Rs. 93.99.277/- put to tender against justified rates at 38.80% above the estimated cost as checked by Planning.

- 4. Detailed Proposal of the subject/project :-**
Architect Department has proposed.

1. Kitchen with Counter with provision of tandoor.
2. Gents Toilet (for workers outside the main hall).
3. Proposed cooking area.
4. Proposed washing bay.
5. Service Counters.
6. Attached toilets for bridal suite at First Floor.
7. Railing of boundary wall after raising by 2 ft.
8. Re-arrangement of toilet at F.F.

PROPOSED SPECIFICATIONS:

1. Granite stone flooring in hall.
2. Granite cladding upto 3ft. height.
3. Gypsum plaster above granite cladding upto bottom of ceiling.
4. Aluminum window frame fully glazed.
5. Sand stone and aluminum panel on exterior walls.
6. Granite flooring in toilets with cladding up to bottom of ceiling.
7. Wall mounted W.C.
8. Urinals with electronics sensors.

9. Composite aluminum panel on columns at entrance and back side of the Barat Ghar.
10. Ceramic tiles in Kitchen and pantry.
11. Granite on top of the Service Counter.
12. Vitreous glazed tiles for paving area.
13. M.S. railing on boundary wall.
14. Dholpur stone cladding on boundary wall.
15. Landscaping and flower beds.

5. Financial Implications of the proposed project/subject.

Based on architectural drawings, modification & specification preliminary estimate was prepared on DSR 2002 & market rates which works out to Rs.1, 53, 65,000.00 including lump sum provision 15.00 lac for electrical/air-condition work which has already been approved by Council vide resolution No. 9(A-10) dt. 17.05.2006.

6. Implementation schedule with timeliness for each stage including internal processing.

Award of work	May-2007.
Execution/completion of work	Nov. 2007.

7. Comments of the Finance Department on the subject.

The offer of L-I being at 33.64% above against justification at 38.80% above, we agree to the acceptance of the offer of L-1 i.e. M/S India Guniting Corporation at their tendered cost of Rs.1,25,61, 487/-. This is subject to: (1) The validity of the tender is going to expire on 9.5.2007. Only 15 working days are left. As the acceptance of the tender falls within the competency of the Council, the validity need to be got suitably extended. The contents of circular issued vide no D/272/Fin/06 dated 19.9.2006 in connection with avoiding delay in finalization of tenders need to be noted for strict compliance (2) Action taken on the advice of Finance Department at 'X' on P 16/N may be stated while seeking approval of the tender case from the competent authority. (3). Due care to the position as pointed out at 'A' on P 45/N may be taken at the time of execution of work and (4). The case may be routed through E-in-Charge while seeking approval of the Chairperson and the Council.

(This issues with the approval of F.A.)

8. Comments of the Department on comment of the Finance Deptt.

(1). The validity for another one month has been got extended from M/s India Guniting Corporation i.e. upto 8 th June 2007. As advised circular No.D/272/Fin/06 dated 19.09.2006 has been noted for future compliance. (2). Comprehensive norms shall be decided in consultation with Welfare Deptt. and norms shall be got approved from the competent authority in further Improvement of other Barat Ghars. (3). Due care shall be taken during execution of work to avoid any changes however if required the prior approval will be taken from competent authority.

9. Legal Implication of the Subject/Project.

NIL

10. Details of previous Council Resolution/Existing law of Parliament & Assembly on the subject.

Administrative approval and expenditure sanction of the preliminary estimate amounting to Rs.1,53,65,000.00(Rs. One crore fifty three lacs sixty five thousand only) for Improvement of Kaka Naga Barat Ghar has been resolved by Council vide resolution No. 9(A-10) dt. 17.05.2006.

11. Comments of the Law Department on the Subject/Project.

12. Comments of the Deptt. on the comments of the Law Deptt.

13. Recommendation:

The case is noted to council for acceptance of offer of L-1 i.e. M/s India Guniting Corporation with tendered amount of Rs. 1,25,61,487/-(Rs. One crore twenty five lacs sixty one thousand four hundred eighty seven only) i.e. 33.64 % above the estimated cost of Rs. 93,99,277/- for Improvement of Kaka Naga Barat Ghar.

14. Draft Resolution:

Resolved by the Council that the offer of L-1 i.e. M/s India Guniting Corporation with tendered amount of Rs. 1,25,61,487/-(Rs. One crore twenty five lacs sixty one thousand four hundred eighty seven only) i.e. 33.64 % above the estimated cost of Rs. 93,99,277/- is accepted for Improvement to Kaka Nagar Barat Ghar.

COUNCIL'S DECISION

Resolved by the Council that the offer of L-1 i.e. M/s. India Guniting Corporation with tendered amount of Rs.1,25,61,487/- i.e. 33.64% above the estimated cost of Rs.93,99,277/- is accepted for improvement to Kaka Nagar Barat Ghar.

Further resolved by the Council that the revised administrative approval and expenditure sanction for an amount of Rs.1,25,61,487 is accorded for this work.

Council further directed the department that the work must be completed in all respects by 19.11.2007.

ITEM NO.8 (B-5)

1. **NAME OF SUBJECT/PROJECT:-**
 Providing Fire prevention and Fire safety measures in various NDMC buildings.
S.H.: Providing and installation of Automatic Fire Protection System at Shaheed Bhagat Singh Place, DIZ Area, Gole Market, New Delhi.
2. **NAME OF THE DEPARTMENT CONCERNED:**
 Civil Engineering Department.
3. **BRIEF HISTORY OF THE SUBJECT/PROJECT:**

An Office cum Shopping Complex was constructed by NDMC in Gole Market in 1992. This building was named as Shaheed Bhagat Singh Place. The Building comprises of basement plus 03 floors. No fire prevention and safety measures were provided in the building at the time of its construction.

After the unfortunate fire accidents in Uphar Cinema and in Chanderlok Building, NDMC, Janpath the National Building Code was modified making it mandatory to provide Fire Fighting/Fire Prevention System in Building having mix use i.e. market and offices etc. even though they may have a height of less than 15 meters. M/s. V.S. Kukreja and Associates (P) Limited were appointed as Fire Consultant for this Building. A scheme for providing Fire Safety and Fire Prevention was prepared by them which was approved by Delhi Fire Service. An A/A and E/S to the preliminary estimate amounting to Rs.1,13,29,800/- was accorded by the Council vide its Resolution No. 3(A-7) dated 30.11.2004.

The detailed estimate amounting to Rs.1,11,94,000/- was technically sanctioned by C.E. (C). The Draft NIT amounting to Rs.1,08,55,899/- was approved by C.E. (C-II). Based on the approved draft N.I.T. tenders were invited for the work.

Tenders received in the first call were **rejected by the Chairperson.**

The tenders were re-invited and opened on 1.12.2006 when five tenders were received. The lowest rate of 22.67 % above the estimated cost has been quoted by M/s. Jaspin Jacob Wire Drawing Pvt. Ltd, tendered amount being Rs.1,33,17,414/- whereas the justification of rates works out to 39.20% above. Consultants, M/s. V.S. Kukraja & Associates (P) Ltd. have recommended for acceptance of the lowest offer of M/s. Jaspin Jacob Wire Drawings Pvt. Ltd.
4. **DETAILED PROPOSAL OF THE SUBJECT:**

The proposal, mainly includes the Wet Riser System with pump, D.G. set, Sprinkler System, Fire Check doors, Fire detection/alarm system etc. in Shaheed Bhagat Singh Place.
5. **FINANCIAL IMPLICATION OF THE PROPOSE SUBJECT/PROJECT:-**

An amount of A/A & E/S of the work is Rs.1,13,29,800/- was accorded by Council vide Resolution No. 3(A-7) dated 30.11.2004/ The work is likely to be started in the next financial year 2007-08. A provision of Rs.1.50 crore has been sought for in B.E. 2007-08 under the Head of A/c C.3.8 (xiii) pertaining to Fire Fighting arrangements in Municipal Buildings.

6. **IMPLEMENTATION SCHEDULE WITH TIME LIMIT FOR EACH STAGE INCLUDING INTERNAL PROCESSING:-**

Award of work April, 2007.
Execution/completion of work October, 2007.

7. **COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT:**

" We agree with the recommendations of EIC i.e. acceptance of the offer of L-1 at 22.67% above the estimated cost against the justified rate at 39.20% above the Estimated Cost. Department is, however, advised to follow the procedure as stipulated under Para 20.16.5 of CPWD Manual Vol. II in respect of absurdly high & low rates items of work during execution of work."

8. **COMMENTS OF THE DEPARTMENT ON COMMENTS OF FINANCE DEPARTMENT.**

The procedure as stipulated under Para 20.16.5 of CPWD Manual Vol. II in respect of absurdly high & low rates items of work during execution of work shall be followed as advised by Finance Department.

9. **LEGAL IMPLICATION OF THE SUBJECT/PROJECT:**

Nil

10. **DETAILS OF PREVIOUS COUNCIL RESOLUTION, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT:-**

A/A & E/S for Rs.1,13,29,800/- accorded by the Council vide Resolution No. 3(A-7) dated 30.11.2004.

11. **COMMENTS OF LAW DEPARTMENT ON THE SUBJECT/PROJECT.**

No law point is involved. This is our concurrence.

12. **COMMENTS OF THE DEPARTMENT ON THE COMMENTS OF LAW DEPARTMENT:**

No comments.

13. **RECOMMENDATIONS:**

It is recommended that the lowest offer of M/s. Jaspin Jacob Wire Drawing Pvt. Ltd @ 22.67% above the Estimated Cost of Rs.1,08,55,899/- may be accepted for a total tendered value of Rs.1,33,17,414/-.

The total tendered value works out to Rs.1,33,17,414/- whereas A/A & E/S was accorded by the Council for Rs.1,13,29,800/- . The tendered value is more than 10% of the amount of A/A & E/S as such it is recommended that the revised A/A & E/S for an amount of Rs.1.40 crore (tendered value plus 5% contingencies) may also be accorded.

14. DRAFT RESOLUTION:

Resolved that the lowest tender of M/s. Jaspin Jacob Wire Drawing Pvt. Ltd. @ 22.67% above the Estimated Cost for a total tendered value of Rs.1,33,17,414/- may be accepted.

Further resolved that revised A/A & E/S for an amount of Rs.1.40 crore is accorded for this work.

COUNCIL'S DECISION

Resolved by the Council that the lowest tender of M/s. Jaspin Jacob Wire Drawing Pvt. Ltd. @ 22.67% above the estimated cost for a total tendered value of Rs.1,33,17,414/- is accepted.

Further resolved by the Council that the revised administrative approval and expenditure sanction for an amount of Rs. 1.40 Crore is accorded.

ITEM NO.9 (B-6)

1. **Name of the subject :** **Purchase of LT ACB Panels in Two tier system**
(Tender No. 21/EE(S-II)/2005-06)
2. **Name of the Department:** **Electricity Department**
3. **Brief History of the subject :**

NIT amounting to Rs. 47,16,521.00 (Forty Seven lacs *sixteen thousand five hundred twenty one only*) for the purchase 38 nos. of LT ACB Panels in Two tier system was framed against the requirement of LT Panels existing in various sanctioned Estimates of the Electric Sub-stations .After the approval of the NIT from CEE-I, tenders in three cover system were invited by publishing tender notices in three leading newspapers beside placing the tender information on NDMC/Delhi Government website and further sending the tender notice to all known manufacturers. The tenders (Cover I & II only) opened on 8.2.06 wherein only six firms submitted their offer. During technical scrutiny and techno-commercial sub-committee meeting held in the chamber of Engineer-in-Chief on 28.12.06 only three firms pre qualified for the tender. Price bid of the three firms was opened on 28/12/06 and the position of these three firms is as under :

S.No.	Name of firm	Quoted amount (Rs.)	Remarks
1.	M/s. Controlwel Switchgears NW-64, Vishnu Garden, New Delhi – 110 018.	65,58,750/-	L-1 38.9% above the estimate cost put to tender
2.	M/s Kaybee Electricals C-115, S-2, NOIDA (U.P)	66,36,710/-	L-2 38.91% above the estimate cost put to tender
3.	M/s Advance Panels & Switchgear (P) Ltd., A-257, DSIDC, Narela Ind. Park, Narela, Delhi – 110 040.	77,25,425/-	L-3 38.91% above the estimate cost put to tender

Since, The quoted offer of L-1 firm was on higher side when compared to justification cost therefore Negotiations were held in the chamber of Engineer-in-Chief on 14-02-07 with "M/s Controlwel Switchgears" being the lowest tenderer, who reduced their offer to Rs.65,25,956/- (*Sixty five lacs twenty five thousands Nine hundred fifty six only*) which is 38.22% above the Estimate Cost put to Tender and 11.95% below the Justified Cost worked out on basis of IEEMA Variations .

Place of Delivery:- LT A.C.B. Panels shall be delivered at central stores-II, Vidyut Bhawan , Aurangzeb Road ,New Delhi

Financial Implication :- Rs 65,25,956/--(*Sixty five lacs twenty five thousands Nine hundred and fifty six only*)

Implementation Schedule – As per the offer the firm has agreed to the delivery schedule of the NIT which is Six months from the date of approval of LT Panel drawing which shall be submitted within 30 days from the date of issue of supply order .

Terms of Payment:-100% within 30 days after receipt of material in good condition at our stores-II and submission of bill in triplicate duly stamped and pre-receipted .

Taxes and duties:- Included in the negotiated offer of the firm. **Performance**:- A Bank Guarantee amounting to 2% of total value of order (inclusive of duties) valid up to Guarantee period shall be furnished as performance guarantee.

Inspection:- Through M/s RITES Ltd. / Our Engineers at site/manufacturer's Works at our cost. The date on which the material is offered for successful inspection shall be taken as date of delivery.

Arbitration :- In case of any dispute ,the matter shall be referred to the sole arbitrator appointed by the chairperson,NDMC.

Jurisdiction:- Incase of any legal dispute the venue shall be New Delhi Court.

Guarantee:- LT A.C.B. Panels shall be guaranteed for a period of 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier against the manufacturing defects .

4. Comments of the Finance Deptt. -

Finance has concurred in the proposal vide its diary no.R/FA/390/dt.26-02-07to place the Supply Order on "M/s Controlwel Switchgears" at their negotiated offer of Rs.65,25,956/- (*Sixty five lacs twenty five thousands Nine hundred and fifty six only*) with certain observations as under:-

1. Approval of Competent Authority.
2. Availability of Funds.
3. Correctness of facts and figures.
4. To adhere time schedule for finalization of tender case as per provisions contained under CPWD Manual in future. Certificate that firm fulfill the eligibility of criteria.

5. Comments of the Deptt.

1. Approval of Chairperson have been obtained and the case is to be noted to the Council for Information.
2. Funds are available.
3. Certified that the facts and figures are correct.
4. Noted for future.

6. **Legal Implications :** NIL

7. **Recommendations :-**

The case is noted to the council for favour of information and to regularize the action taken by the department with the prior approval and expenditure sanction of the Chairperson, NDMC to place the supply order on "M/s Controlwel Switchgears" at their quoted cost of Rs. 65,25,956/- (*Sixty five lacs twenty five thousands Nine hundred and fifty six only*) (inclusive of all taxes) on terms and conditions of NIT.

COUNCIL'S DECISION

Council noted the information and regularized the action taken by the department with the prior approval and expenditure sanction of the Chairperson, NDMC to place the supply order on M/s. Controlwel Switchgears at their quoted cost of Rs.65,25,956/- (inclusive of all taxes) on terms and conditions of NIT.

ITEM NO.10(C-5)**1. Name of the subject/Project**

Annual Administrative Report for the year 2006-07

2. Name of the Department

Council Secretariat Department

3. Brief history of the subject/project:

As per the provisions of Section 410 of the NDMC Act, 1994, the Council has to submit the Government a detailed report on municipal government of New Delhi of the preceding year in such a form as the Government may direct. The Annual Administrative Report on the format prevalent in practice for the year 2006-07 is thus to be placed before the Council for approval before sending it to the Government.

4. Detailed proposal on the subject/project

As per **Annexure-'A'**(see pages 32 - 57) enclosed with the draft Agendum.

5. Financial implications of the proposed project/subject:

Nil

6. Implementation schedule with timeliness for each stage including internal proceeding:

N.A.

7. Comments of the Finance Department on the subject:

Finance Department has concurred the proposal of placing the Annual Administrative Report before the Council.

8. Comments of the department on comments of Finance Department

Not applicable

9. Detail of previous Council Resolutions, existing law of Parliament and Assembly on the subject:

Annual Administrative Report in respect of NDMC for preceding year is placed before the Council every year.

10. Comments of the Law Department on the subject/project:

Law Department has concurred the proposal.

11. Comments of the Department on the comments of Law Department:

No Comments.

12. Recommendation:

In view of above, it is proposed to bring the case before the Council for the acceptance of the Annual Administrative Report for the year 2006-07.

COUNCIL'S DECISION

Council accepted the Annual Administrative Report for the year 2006-07.

It was decided by the Council to incorporate the report about Mid-Day Meal Scheme in the Annual Administrative Report.

ANNUAL ADMINISTRATIVE REPORT FOR THE YEAR 2006 -07.

It was on 12th December 1911 that the transfer of the seat of the Government of India from Calcutta to Delhi was announced. After detailed examination, survey and debate, Raisina Hill was selected as the most appropriate site for the Viceregal palace and the area East, North and South of it chosen for the new capital. Edwin Lutyens and his compatriot Herbert Baker built the new capital of India to be known as New Delhi.

The "Raisina Municipal Committee" was established in 1916 to cater to municipal needs of the labour engaged in the construction of new capital in 1925, the then Chief Commissioner, Delhi upgraded it to the level of a "Second Class" municipality under the Punjab Municipal Act 1911. Around this time it was known as "Imperial Delhi Municipal Committee". In 1927, it was named "New Delhi Municipal Committee" and in 1932, it became a "First Class" municipality.

In May 1994, the NDMC Act, 1994 replaced Punjab Municipal Act, 1911 and the committee renamed as New Delhi Municipal Council.

The New Delhi Municipal Council is responsible for an area of 42.74 square kilometers. This area included the seat of the Central Government, Rashtrapati Bhawan, the Prime Minister's office and residence, Central Government offices, Foreign Missions, residences of Ministers, Members of Parliament, Diplomats and Central Government employees. In addition to providing basic civic amenities to its residents, this Municipal Council ensures various social, cultural, education and medical facilities especially to the Government/Municipal employees and other weaker sections of the society.

In accordance with NDMC Act, 1994, and eleven member Council headed by a Chairperson governs the NDMC. Out of the 5 non-official Members, 3 are MLAs who represent the NDMC area and two members nominated by central Government in consultation with Chief Minister of Delhi. The MP of New Delhi Parliamentary Constituency is special invitee of the Council.

NDMC in its almost century long existence has the distinction of being considered a premier municipal body serving not only the heritage areas of Lutyens' Delhi but also catering to the seat of government, foreign missions and prestigious Central Business District like Connaught Place. In the coming year the focus of our efforts will be on turning around NDMC so that it becomes an efficient service-oriented municipality equipped to perform the functions entrusted to it under the NDMC Act in the 21st Century. We shall strive to consolidate pending projects, bring them to completion stage, upgrade our service standards, and set an example in exemplifying the highest standards in best municipal practices. The goals for the current year will be to implement process and procedural reforms, introduce citizen friendly procedures and use technology to support our efforts in an optimum manner.

Obligatory functions of the Council

Subject to the provisions of this Act and any other law for the time being in force, it shall be incumbent on the Council to make adequate provisions by any means or measures which it may lawfully use or take, for each of the following matters, namely—

- a) the construction, maintenance and cleansing of drains and drainage works and of public latrines, urinals and similar conveniences;
- b) the construction and maintenance of works and means for providing supply of water for public and private purposes;

- c) the scavenging, removal and disposal of filth, rubbish and other obnoxious polluted matters;
- d) the construction or purchase, maintenance, extension, management for—
 - (i) supply and distribution of electricity to the public;
 - (ii) providing a sufficient supply of pure and wholesome water;
- e) the reclamation of unhealthy localities, the removal of noxious vegetation and generally the abatement of all nuisances;
- f) the regulation of places for the disposal of the dead and the provision and maintenance of places for the said purpose;
- g) the registration of births and deaths;
- h) public vaccination and inoculation;
- i) measures for preventing and checking the spread of dangerous diseases;
- j) the establishment and maintenance of dispensaries and maternity and child welfare centers and the carrying out of other measures necessary for public medical relief;
- k) the construction and maintenance of municipal markets and regulation of all markets;
- l) the regulation and abatement of offensive or dangerous trade or practices;
- m) the securing or removal of dangerous buildings and places;
- n) the construction, maintenance, alteration and improvements of public streets, bridges, culverts, causeways and the like;
- o) the lighting, watering and cleansing of public streets and other public places;
- p) the removal of obstructions and projections in or upon streets bridges and other public places;
- q) the naming and numbering of streets and premises;
- r) the establishment, maintenance of and aid to schools for primary educations subject to such grants as may be determined by the Central Government from time to time;
- s) the maintenance of municipal offices;
- t) the laying out or the maintenance of public parks, gardens or recreation grounds;
- u) the maintenance of monuments and memorials vested in any local authority in New Delhi immediately before the commencement of this Act or which may be vested in the Council after such commencement;
- v) the maintenance and development of the value of all properties vested in or entrusted to the management of the Council;

- w) the preparation of plans for economic development and social justice;
- x) the maintenance including the expansion and upgradation of facilities of the hospitals existing on the date of the commencement of this Act;
- y) sanction or refuse erection or re-erection of buildings; and
- z) the fulfillment of any other obligation imposed by or under this Act or any other law for the time being in force.

Discretionary functions of the Council

Subject to any general or special order of the Government, or the Central Government from time to time, the Council may provide either wholly or in part for all or any of the following matters, namely: -

- a) the furtherance of education including cultural and physical education, by measures other than the establishment and maintenance of, and aid to schools for primary education;
- b) the establishment and maintenance of and aid to libraries, museums, art galleries, botanical or zoological collections;
- c) the establishment and maintenance of, and aid to, stadia, gymnasia, akharas and places for sports and games;
- d) the planting and care of trees on road sides and elsewhere;
- e) the surveys of buildings and lands;
- f) the registration of marriages;
- g) the taking of a census of population;
- h) the provision of housing accommodation for the inhabitants of any area or for any class of inhabitants;
- i) the providing of music or other entertainments in public places or places of public resort and the establishment of theatres and cinemas;
- j) the organization and management of fairs and exhibitions;
- k) the acquisition of movable or immovable property for any of the purposes before mentioned, including payment of the cost of investigations, surveys or examinations in relation thereto for the construction or adaptation of buildings necessary for such purposes;
- l) the construction and maintenance of-
 - i. rest-houses,
 - ii. poor-houses,
 - iii. infirmaries,
 - iv. children's home,

- v. shelters for the deaf and dumb and for disabled and handicapped children,
 - vi. shelters for destitute and disabled persons,
 - vii. asylums for persons of unsound mind;
- m) the construction and maintenance of cattle pounds;
 - n) the building or purchase and maintenance of dwelling-houses for municipal officers and other municipal employees;
 - o) any measures for the welfare of the municipal officers and other municipal employees or any class of them including the sanctioning of loans to such officers and employees or any class of them for construction of houses and purchase of vehicles;
 - p) the organization or management of chemical or bacteriological laboratories for the examination or analysis of water, food and drugs for the detection of diseases or research connected with the public health or medical relief;
 - q) the provision for relief to destitute and disabled persons;
 - r) the establishment and maintenance of veterinary hospitals;
 - s) the organization, construction, maintenance and management of swimming pools, public wash houses, bathing places and other institutions designed for the improvement of public health;
 - t) the organization, and management of farms and dairies within or without New Delhi for the supply, distribution and processing of milk and milk products for the benefit of the residents of New Delhi;
 - u) the organization and management of cottage industries, handicraft centres and sales emporia;
 - v) the construction and maintenance of warehouses and godowns;
 - w) the construction and maintenance of garrages, sheds and stands for vehicles and cattle biers;
 - x) the provision for unfiltered water supply;
 - y) the improvement of New Delhi in accordance with improvement schemes approved by the Council;
 - z) any measure not hereinbefore specially mentioned, likely to promote public safety, health, convenience or general welfare.

BROAD ACHIEVEMENTS OF COUNCIL DURING THE YEAR 2006-07

NDMC in its endeavor to remodel and reorganize its systems and process in its electricity business with a special emphasis on strengthening of operational and organizational effectiveness and financial well being, NDMC has already engaged Consultant, to assess the existing water distribution system and suggest improvement that are required to maintain an adequate quantity and quality supply of water to the Consumers at the require pressure at all the times and to identify method by which such improvements can be implemented most economically. NDMC in order to protect interest of Consumers of

electricity, has already established Electricity Consumer Grievances Redressal Forum at Shaheed Bhagat Singh Place. A High Power Departmental Redressal Committee has already been constituted to look into grievances of the Consumers. Lok Adalat are also being held periodically for out of court settlement of the cases pending before various Courts for adjudication. NDMC has also brought out attractive schemes offering rebate to the Consumers of the electricity/water, by partial waiving off the late payment surcharge.

The Commercial Deptt. in order to give impetus to revenue collection, is lying emphasis on reducing non-technical T&D losses. This has resulted that T&D losses have gradually come down during previous years from 16.19% to 11.5%. In order to check the nuisance of theft of electricity, temper proof electric meters having load above 100 KW have been installed and automation in recording of readings is being carried out. Replacing existing defective energy meters by electronic meters is also being taken up in phased manner. Similarly, Meters have been provided to number of Water Consumers, who were earlier getting bills on provisional/fixed rate basis. Emphasis is also being laid to enhance the revenue collection by expediting the recovery of outstanding dues and preventing electricity theft. As a milestone towards the Consumer friendly measure, NDMC has opened a number of Suvidha Kendra for immediate redressal of Consumer grievances and for on-line collection of electricity and water payments. Number of such Suvidha Kendra are proposed to be increased in near future, as per the actual functional requirements. Arrangements are also being made with the Bankers for collection of electricity and water bills of the Consumers through designated Branches.

As per the provision of the Section 62 of the Electricity Act., 2003, in case of NDMC, as Licensee of electricity, the Delhi Electricity Regulatory Commission, is empowered to approve Annual Revenue Requirement and proposal for revised tariffs to be charged from the electricity Consumers of the NDMC area. After coming into effect the provisions of The Electricity Act., 2003 NDMC filed such a petition before the Hon'ble Commission for the financial year 2006-07. The Hon'ble Commission passed orders on the petition of the NDMC on 26th Dec., 2006. NDMC also proposes to set up a small Cell to comply with the requirements of DERC and sending on-line financial and compliance data, through broadband connection already installed at the head quarter at Palika Kendra.

During the financial year 2006-07, the revenue collection from the sale of electricity is anticipated Rs. 552.56 Crores and the same will be Rs.552.61 crores during the financial year 2007-08 . The revenue collection from the sale of water during the financial year 2006-07 would be Rs. 20.00 Crores and the same is anticipated during the financial year 2007-08. It is pertinent to mention that cost of water procurement during 2006-07 and 2007-08 would be Rs. 25.00 Crores and Rs.30 crores and thus presently NDMC is supplying water at subsidized rate, even less than the procurement cost.

Further, Electricity Department of NDMC is the major revenue generating Department as more than 75% of the revenue of NDMC is being generated. The collection through the generation of the bills of electricity is being relished with out allowing to increase the arrears. Most of the arrears, which are in existence, are due to the past litigation and some disputed demands from the Govt. agencies for which regular pursuance is there to liquidate the arrears. It may be appreciable that by taking the recovery action arrears have not been allowed to increase but it has declined due to effective recovery after the settlement of the cases through mediation, Lok Adalats and by the one man settlement Committee constituted headed by Legal Advisor of NDMC. NDMC is the only organization where there are no losses of revenue on account of electrical charges like wise in other Discoms.

I.T. Department

NDMC is making efforts towards computerization of all departments to provide better services to its citizens and reduce the number of their visits to office. To provide all services under one roof pertaining to different departments of NDMC, NDMC establishes three Palika Suvidha Kendra viz. SBS Place, Gole Market, Babar Road, and Palika Bhawan, R. K. Puram.

E-Governance initiatives:

- i. Development of the Dynamic Web Portal
- ii. GIS mapping in respect of all services of NDMC
- iii. Computerization of Accounts and related MIS

Status:

- i. The Enterprise Information Portal designed and developed by M/s eSeva-Comvision was commissioned on 12th September 2006 in NDMC itself. Prior to it a static website of NDMC was in function through ERNET. The Dynamic Web Portal of NDMC is enriching with Citizen centric information where RTI, Tenders and other online information is available for various categories of the users.
- ii. The GIS (Geographic Information System) made operational in IT Department of NDMC. The necessary tie ups are made with NIC. Through MTNL a 2Mbps leased line commissioned between NIC and NDMC for accessing database. Necessary GIS related Software, Hardware procured and installed. Entries of necessary data entered into the database along with NDMC map. Different layers of information are digitized with primary data. 55% of digitization of data w.r.t. water, sewerage lines and main hole has been completed.
- iii. E-Government foundation has taken up the work to design and develop the e-Financial software system for computerization of the Accounts and related MIS. The above software is in test trial and soon would be completed.

Ongoing Projects:

1. In House development of **Smart Card** which would be used as Identity Card, Library Card, Attendance Card and Health Card for the NDMC Employees.
2. **Automation of Power Distribution System** for Electric Sub stations. Presently 16 Substations are automated. Work on remaining 14 is underway.
3. Incorporation of SMS & **Payment Gateway** through NDMC Web Portal.
4. **Setting up of IT infrastructure** for Commercial Dept of NDMC is in under process
5. Integrated **IVRS software with GHMS** and SMS Gateway. It is a new Complaint Redressal System integrated with Interactive Voice Response System (IVRS) and SMS gateway. Shortly will be operational.

Target/ Future Plans for 2007-08

1. The GIS based services access to all the department of NDMC
2. Basic level Computer Training to the remaining employees of NDMC
3. Availability of all online services to the Citizens through Web Portal.
4. File Tracking Software for all the Departments
5. Permanent Anti Virus & Security System for NDMC

6. Intra-Gov Portal for Internal information sharing between G to E.
7. e-Tendering System for NDMC
8. Up gradation of the IT Network Infrastructure
9. Complete Automation of the Power Distribution System
10. Integrated e-Hospital system for Charak Palika Hospital and Dispensaries by Atomizing Registration Process and Store Inventory.

CIVIL ENGG. DEPTT.

The entire project has been divided into five stages:-

STAGE – I

Short term Measures & Pilot Projects

- a) **Implementation of traffic circulation plan phase-I.**
Implemented w.e.f. 25.07.2006
- b) **Access to Palika Parking from Radial no. 1A between Palika Bazar & Palika Parking.**
Implemented w.e.f. 17.07.2006
- c) **Physical improvement of Pedestrians area in outer-side of outer circle and improvement of existing sub-ways**
The concept plan prepared by EIL has been approved. The work is likely to commence in 2007.
- d) **Restoration of façade of C- Block (Sample Block).**
The proposal submitted to DUAC has been cleared. The work is likely to commence in 2007.

STAGE – II

Augmentation/upgradation of Engineering services

- a) The concept note on water supply, sewerage, drainage & new subways has been approved and Preliminary Estimates are under preparation.
- b) The soil testing for new subways and Middle Circle tunneling has been completed.
- c) The concept note on fire fighting has been approved by the Delhi fire Service.
- d) The concept note of escalators has been submitted by EIL and has been approved.

STAGE – III

DUAC approval of Stage-IV

The approval from DUAC is still awaited.

STAGE – IV**Comprehensive plan for improvement of Infrastructure, circulation & landscaping etc.**

The conceptual plan for Overall Redevelopment Plan of Connaught Place has been submitted to DUAC and the same is under process.

STAGE – V**Statutory frame work for sustainability of the project**

The process has started for framing of Laws specific to Connaught Place for its Redevelopment, responsibility of occupants in Maintenance & frame work for Management, Maintenance, Security of Services, Public Areas & facilities.

STREETSCAPING OF NDMC ROADS

1. Following roads have been identified for streetscaping/beautification: -
 - (a) Mother Teresa Crescent
 - (b) Tees January Marg & Lane
 - (c) B.K.S. Marg
 - (d) Sardar Patel Marg
 - (e) Mandir Marg
 - (f) Niti Marg
 - (g) Aurbindo Marg
 - (h) Janpath
 - (i) Dalhousie Road
 - (j) Church Road
2. M/s OASIS has been appointed as Landscape Consultant for Package of Niti Marg, BKS Marg, Mandir Marg & Tees January Marg/Lane. The conceptual plan for Tees January Marg & Lane, B.K.S. Marg & Hanuman Temple Complex have been approved.
3. M/s Creators has been appointed as landscape consultant for Mother Teresa Crescent & S.P. Marg. The conceptual drawings of Mother Teresa Crescent have been approved. Estimates & detailed drawings are under preparation.
4. **M/s Mathur & Kapre Associates has been appointed landscape consultant for Aurbindo Marg & Janpath. The conceptual plan is under preparation.**
5. Dalhousie Road & Church Road are being done departmentally.

Resurfacing of roads under RIP (Road Improvement Project):-

52 roads have been included in RIP for resurfacing. Two tenders namely resurfacing of roads by Hot Mix Technology and resurfacing of roads by Cold Mix Technology have been planned.:-

- a) **Hot Mix Technology:** - 31 roads are being resurfaced by using Hot Mix Technology

One road namely Akbar Road has already been resurfaced. Tender for resurfacing of balance roads has been concluded for Rs.25.88 crores. The work is in progress. Brief on the scope of work is as under:-

- (i) **Profile Correction Layer:**- A layer of 40-50 thick Dense Bituminous Macadam is being provided for profile correction of the road.
- (ii) **Wearing Course:**- 40-50mm thick Bituminous Concrete with 5.4% binder Polymer Modified Bitumen (PMB) is being provided.
- (iii) **PMB:**- PMB is being used first time in Delhi in such a big work. There is a large variation in daily and seasonal temperature in Delhi. Due to very high and very low pavement temperature bitumen roads tend to become soft in summer and brittle in winter. With investigations in India and abroad, it has been observed that properties of bitumen can be improved by adding certain additives called bitumen modifiers. Bitumen pre mixed with these modifiers is known as modified bitumen. Modified bitumen is expected to give higher life of surfacing. Considering the temperatures in Delhi area, CRRRI has recommended use of PMB 40 for resurfacing.
- (iv) **Road Marking Strips:**- 2.5mm thick reflective road marking strips are being provided by using thermoplastic material by fully automatic thermoplastic paint application machine.
- (v) **Machinery:** - Batch Mix Plant of 140 tonne per hour capacity and paver finisher fitted with electronic sensor device are being used in the subject work. In addition tandem vibratory rollers, pneumatic tyre rollers and other latest machinery is being used in the work.
- (vi) **Third Party Quality Audit:**- To ensure better quality control, CRRRI (Central Road Research Institute) has been engaged for Third Party Quality Audit.

- b) **Resurfacing of roads by Cold Mix Technology (Micro surfacing Method):-**

Micro surfacing Technology for pavement resurfacing employs the use of polymer modified thin pavement providing longer life, better performance at a lower cost than the traditional method. It is a very fast application covering a length of 500 mtrs. in 10 minutes. Also, there is effective sealing of underlying cracks and rejuvenation of the pavement surface. This cold emulsion based technology is pollution free and is an effective solution to provide better riding surface.

The contract amounting to Rs.17,30,23,406/- has been concluded with M/s Ecoasfalt, SA- a Spanish company.

Profile Correction Layer, Road Marking Strips by Thermo Plast Paint and Third Party Quality Audit by CRRRI similar to the Hot Mix Technology is also being done in the present tender.

The work is in progress.

2. **Rain Water Harvesting:**- Rain Water Harvesting near the roads is taken up during the year 2006-07. Total 84 Recharge Pits are being provided. Some of the important locations of Barakhamba Road, Sikandra Road, Tilak Marg, Sansad Marg, Ashoka

Road, Janpath, Ferozshah Road, Purana Quila Road, near India Gate. Man Singh Road, Humayun Road, Mahrishi Raman Marg, Subhramanium Bharti Marg, Lodhi Road, Lodhi Garden, Aurobindo Marg, Brig.Hoshiar Singh Marg, Laxmibai Nagar, near Veterinary Hospital Moti Bagh etc.

3. **Bus Que Shelters:-** Keeping in view of the international stature of New Delhi, 197 bus que shelters have been identified for replacement by a state of Bus Q Shelters. These bus que shelters are being constructed on BOT basis through an agency of international repute. The salient features are as under: -
 - i) Maintenance free aesthetic stainless steel structure.
 - ii) Universal accessible barrier free ramps and barriers items are installed provided to make these accessible to public with disabilities.
 - b) Tack tiles are provided to facilitate visually impaired commuters.
 - c) Space earmarked for two wheel chairs at each BQS
 - d) Analogous clock provided.
 - e) Rain Water Harvesting being provided at each bus que shelter
 - f) Garbage Bins being provided.
 - g) Time Table of DTC buses displayed at BQS.
 - h) Public Information Panels consisting emergency numbers, NDMC Maps, Social Messages and Tourist Information are displayed.

4. **Momo Market:-** Momo Market in Yashwant Place is a popular market providing Chinese/Tibetan cuisine to the visitors. This market has been upgraded and converted into an attractive food plaza. Total cost of the project is approximately Rs.50 lacs. The shopkeepers association has contributed Rs.2.5 lacs as a part of 'Bhagidari Scheme'.

A cyber café and toilet block with universal access for physically challenged persons has also been provided in the market. Ramps have been provided at entry points of the market to facilitate challenged persons. International standards pictogram and signages are provided. Food plaza with open amfi theatre is developed to enhance the aesthetic look of food and court. The market complex will be maintained by shopkeepers association under 'Bhagidari Scheme'.

5. **Resurfacing of colony roads lane-by lanes:-** Resurfacing of colony roads, lane by lanes have been taken up during the year 2006-07. Patiala House Lane, Tilak Lane, Tolstoy Lane, Vakil Lane, School Lane, Faridkot Lane, roads in Bengali Market area, Copernicus House Lane, Pt.Ravi Shankar Shukla Lane, Golf Link colony, EF & H Avenue, Sarojini Nagar, Nauroji Nagar road, road near Charak Palika Hospital, Jor Bagh colony, Lodhi Colony, Aurbindo Marg Cycle Track etc. have been resurfaced.

6. **Waterproofing treatment of Sanjay Lake and provision of 2 Nos. padel boats in Sanjay Lake at Laxmibai Nagar:-** The work of waterproofing treatment at Sanjay Lake has been completed during the year. The water has been filled in the lake and 2 Nos.padel boats have been provided for boating in the lake.

7. **Improvement of foot-path:-** Number of works have been executed during the year for improvement of foot-path. Some of these are as under:-
 - i). Re-development of Safdar Hashmi Marg.
 - ii). Improvement of foot-path and drainage system near Modern Art Gallery.
 - iii). Improvement of foot-path at Tolstoy Marg.
 - iv). Improvement of foot-path at Hanuman Road.

- v). Improvement of foot-path at Rajesh Pilot Lane(Southern Lane) and Aurangzeb Lane.
- vi). Development of Safdarjung Lane.
- vii). Improvement of foot-path at Laxmibai Nagar.
- viii). Improvement of foot-path at East Kidwai Nagar.
- ix). Improvement of footpath at Babar Road.

The following works are being executed for improvement of water supply: -

1. Replacement of corroded out-lived lines of 80mm dia with 100mm dia lines. Such lines have already been replaced in Netaji Nagar, Laxmi Bai Nagar, Kidwai Nagar.
2. Interconnection of various water boosting stations for balancing of water supply and to meet emergency requirement.
3. Construction of underground tanks in: -
4. a) GI Block, Sarojini Nagar—Work in progress
b) Nauroji Nagar—Work in progress
c) Moti Bagh (Eastern side)—Scheme approved.
5. Additional underground tank at Bharti Nagar-Scheme approved.
6. Replacement of Pumps/Motors, which have completed their life.

ELECTRICITY

The work wise achievements during 2006-07 are as under: -

<u>Name of work</u>	<u>Achievements during 2006-07</u>
Establishing 66 KV S/S at 15.B.D. Marg Estimated cost: Rs.2002.17 lacs Establishing 33 KV S/S at Church Road Establishing Cost Rs.643.15 lacs	Draft NIT has been prepared and is under scrutiny of 33 KV Planning Division, user department i.e. M-33KV division and also with Civil Engineering Department. Tenders are likely to be floated by March 2007
Establishing 66 KV S/S at State Guest House, Chanakya puri. Estimated cost:Rs.1997.99 lacs	One number of 1000KVA, 11/0.4KV distribution transformer alongwith L.T. board is commissioned.
Establishing 66KV S/S at Bapu Dham. Estimated Cost: Rs.1898 lacs	66 KV feeders from Ridge Valley Sub-station to Bapu Dham sub-station has already been laid and commissioned on 33 KV for providing additional power.
Establishing 33 KV S/S at Shahjahan Road Estimated Cost: Rs 430 lacs	Two feeders of 33 KV, XLPE, 400 sq.mm/3C laid for LILO of existing feeders from s/tn Lodhi Road grid to S/stn. Vidyut Bhawan.
Establishing 33KV s/s at Doordarshan Bhawan, Mandi House Estimated cost:Rs.9.21 Crores.	33 KV GIS panel board has already been procured and diverted/installed at S/stn 33 KV Trauman Centre as per approval of chairperson. Technical bids for 33KV GIS panel of Trauma Center which to be installed at S/s. DDB Mandi House have opened and technical evaluation work in progress. The work is likely to be awarded by March 07.

Establishing 33 KV Indoor S/S at Connaught Place and Augmentation of its T/R capacity Estimated cost:Rs.495.13 lacs	Drawing of S/stn building have been finalized and approved Drawing have been issued by the EE(P-33KV) to Civil Department for Construction of s/stn building.
Replacement of 7 nos. elevators at Lok Nayak Bhawan, New Delhi Estimated cost: 207.74 lacs	The work of 3 nos. Lifts have already been completed and handed over to CPWD. Balance work of 4 lifts likely to be completed by February 2007.
Establishing 33 KV s/s at Trauma center AIIMS, New Delhi Establishment cost: Rs.893.05 lacs	Feeder of 33 KV, XLPE 400Sq.mm/3C laid from S/S. Trauma Centre to S/s. S.J. Airport laid. Erection of one 33 KV GIS 7 Panel Board alongwith their C & R panels completed. Installed of 16/20 MVA, 33/11KV alongwith C & R panel completed. Lying of 33KV 400Sq.mm/3C XLPE feeder form stn Trauma center to s/stn State Guest House is in progress.

During the year 2006-07, the following schemes have been got sanctioned for the replacement of old equipments and cables :

1. E-3, Rep. Of old 11KV HT Feeder & Inter Connector cables in south areas of Rajpath. Rs.256 lac
 2. E-3 Estimate for replacement/Augmentation of L.T. panels and distribution transformers at Various Elect. S/S in South areas of Rajpath Rs.670 lac
 3. E-3 Estimate for replacement of 11KV HT panels in 30 Nos. Elect. South areas of Rajpath Rs.1168 lac
 4. E-3 Estimate for replacement of 11KV HT panels LT panels & transformer in various in North Areas of Rajpath. Rs.250 lac
- Against the scheme at S.No.1 above 3 km. Cable costing Rs.30 lacs approx. have already been laid and the balance 25 km. of cable is to be procured (through Store-II division) and laid in the next financial year.
 - Tenders for scheme at S.No.2 above have already been called and major portion of work are expected to be completed during the next financial year.
 - NIT for the scheme at S.No.3 above has been prepared and it is at the final stage of approval. This work will be completed in the next 2 financial years. However the major portion will be done in the next financial year.
 - Tenders for the part of work at S.No.4 have already been invited for an estimate cost of Rs. 50 lacs approximately. The work will be awarded soon and completed before onset of next summer season. The balance work will also be carried out during the next financial year.

In addition to be above, following schemes have also been prepared and all are under sanction. These works are to be taken up in the next year & expected to be completed in the next two financial years.

1. Replacement of 66KV, 630 sq.mm. SC, XLPE Cable from G.T. station to S/S Vidyut Bhawan, with 66KV, 1000 sq. mm SC, XLPE cable. Rs.2805 lac

- | | |
|---|-------------|
| 2. Providing SCADA/DMS to 66KV/33KV electric supply distribution system in NDMC area. | Rs.1315 lac |
| 3. Replacement of 33KV Yugo Entergo make Switchgear panels at electric sub-stations Electric Lane (H.C.Mathur Lane), Nirman Bhawan and Bapu Dham. | Rs.1140 lac |

HORTICULTURE

- 1.) 24 roundabouts were outsourced to various agencies for improvement and maintenance and bringing out best contemporary horticultural practices for further beautification.
- 2.) During storm 96 trees were lost during the year. NDMC carried out compensatory plantation of trees in lieu of wind fallen trees as well as the planted trees.
- 3.) The department planted total 10,800 tree saplings during current year in Parks & Gardens, colony parks, schools, road berms, etc.
- 4.) All the major parks and gardens like Central Vista, Nehru Park, Lodhi Garden, Talkatora Garden, colony parks and roundabouts were maintained in the best possible shape.
- 5.) Central Park has returned to NDMC from DMRC after completion of Metro Rail Work on Rajiv Chowk Metro Station.

Forest Research Institute, Dehradun has been assigned the task of assessing health status of the avenue trees in NDMC and to advise on conversation, tree replacement, identification of casual organism and treatment of diseases, training of staff in tree management, protection and development of high tech nurseries that most of the trees are under physical and physiological stress for reasons. FRI has conducted detailed study of trees on Central Vista and observed that out of 1,864 trees of Central Vista, 793 trees are healthy, 770 trees showed symptoms of disease by fungi or insects, while 566 trees showed symptoms of physical and physiological stress. Out of this, 107 trees have been recommended for replacement. Most of the trees are being recommended for pruning and other treatments to increase their life span. It would be appropriate to replace the dead/diseased tree, with the same species to maintain and preserve the aesthetics of the site. A report on inventory of trees of Nehru Park and Talkatora Garden has been completed and inventorization of trees and other avenues is under progress and final report is expected till June, 2007.

The tree lined avenues, roundabouts and its green are continuing source of inspiration for NDMC and indeed is its USP. 25 roundabouts that have been outsourced for maintenance and 25 are being selected for the Chairman's trophy. In addition, Nehru Park, Talkatora Garden, Lodi Garden and Sanjay Jheel are being developed for multifarious uses that include culture, recreation, jogging, walking and general relaxation. Towards this, NDMC has forged partnerships with citizen groups, Delhi Tourism, Sahitya Kala Parishad of GNCTD and Spic-Macay. The partnerships have bloomed into resounding success like the Music in the Park series and lately the unique performances in Central Park including observance of the Satyagraha Centenary celebrations with Delhi Government and the International Women's Day with the University of Delhi and NDMC's schools.

HEALTH

The Sanitation Department of NDMC is providing environmental sanitation in its whole area and making all out efforts to provide best possible standards in this regard. The sanitation has three components, which are:

1. Collection of Garbage
2. Transportation of Garbage
3. Disposal of Garbage

In all the three components, NDMC has further improved.

I. COLLECTION OF GARBAGE:

a) Primary Collection:

I. Door to door collection of garbage –

NDMC has started door to door collection of garbage from 51 area of NDMC. Now, NDMC envisages expanding this system all over its area. Three NGOs have been selected and offer letters have already been given. These NGOs will collect garbage from every door step as per Solid Waste (Management & Handling) Rule 2000.

II. Cleaning & sweeping –

All the roads, lanes, by lanes, streets and other public areas are cleaned and swept every day. The garbage so evolved by this, is immediately taken to the collection points.

III. Manpower –

Manpower for cleaning, sweeping and transportation of garbage has been increased as per the demand of the area.

IV. Conservancy Articles –

Stock of conservancy article is kept in reserve as well as adequate articles **have** been provided to the various sanitation circles.

V. Twin bin system –

Twin bins are being provided on the roadsides of NDMC area. 1100 pairs of such twin bins (Blue & Green) have already been provided at various places and 550 such sets of bins will be provided within one month at other places to check littering by the general public.

VI. Wheelbarrows –

1400 no. of wheelbarrows have been procured and given to all the safai karmacharis.

VII. Aprons –

Green colored aprons with NDMC logo have been provided to all the safai karmacharis for their identification and thus increase supervision of their work.

VIII. Protective measures have been provided to the safai karmachairs especially those involved in lifting and transport of garbage.

IX. Training –

The safai karmachairs have been provided trainings about their work and segregation of garbage.

X. Medical Examination and treatment facilities have been provided to all the safai karmacharis to increase their efficiency.

XI. Anti Tobacco and Anti Alcohol Programs have been organized to increased their productivity.

B) Secondary Collection

Modern dustbins – Covered trolley bins of 1100 litre capacity will be provided at all the garbage collection points.

Garbage stations –

20 garbage stations in NDMC area have already been made on BOT basis with modern concept of segregation of garbage. All the masonry bins of NDMC which are either broken or in dilapidated conditions will be changed by new modern state of art garbage stations.

TRANSPORTATION OF GARBAGE**Present System:**

At present NDMC is utilizing 60 garbage vehicles of NDMC and 20 garbage vehicles have been procured form the private contractor to lift and transport garbage from NDMC area to disposal site i.e. SLF ground Gazipur, MCD and compost plant of NDMC at Okhla. Five small trucks have been deployed in NDMC area to attend day to day complaints.

Future Plan:

An extensive program to revamp and modernized transportation of garbage from NDMC area has already been formed. NDMC has already made plans to outsource this activity and the contract has been signed with the concessionaire. This outsourcing will include:

1. Modernization of the old garbage bins
2. Mechanization of sanitation –

Mechanization of sanitation will be done by utilizing mechanical compactors for lifting and transportation of garbage up to the disposal site. This facility will be provided round the clock to make NDMC as zero garbage area.

DISPOSAL OF GARBAGE**Present system:****1. Compost Pits –**

Compost pits have been made in all the big garden of NDMC such as Lodhi Garden, Nehru Park, Talkatora Garden including Central Vista Lawns. Compost pits have already been provided in all the nurseries of NDMC as well as CPWD has been directed for it. This has been done in view of in situ disposal of horticulture waste.

2. Some of the garbage (mostly horticulture waste) is taken to compost plant of Okhla where it is change into manure.
3. Rest of the garbage is taken to the sanitary landfill site at Gazipur (MCD).

Future Plans:

1. A most modern compost plant of the double capacity of the present one is being made at Okhla. This will take care of the whole biodegradable waste of the NDMC. This place will be provided the facilities of segregation of garbage also.
2. For non-biodegradable garbage a recycling plant is also proposed to construct at Okhla very soon. For these activities an agreement has already been signed with the concessionaire.

EDUCAITON

BRIEF NOTE OF PROGRESS MADE ON EDUCATION AND SPORTS

AIMS & OBJECTIVES

1. To achieve cent percent universalisation of elementary education in the age group of (6-11) years and reduce drop out during Eleventh Five Year Plan in NDMC area.
2. Attainment of literacy and innumeracy at elementary level.
3. To bring qualitative improvement in the standard of Education.
4. To create consciousness about environment and its allied problems.
5. To provide vocational education at + 2 stage to enhance self-employability of the students.
6. To impart civic education to make them good citizens and humans.

1. EXPANSION OF ELEMENTARY EDUCATION (6-11) YEARS

NDMC has 67(Nursery 18, Primary 26, Middle 11, Sec, 7, Sr. Sec. 5) Schools to cater to its population. During the 9th Five Year Plan the Education Department has achieved 99.4 of its aim of universalisation of elementary education due to which the gross enrolment ratio at the level of and primary level has increased to some extent in the 10th Five Year Plan. By the end of 11th Five Year Plan, 100% children should be able to complete a full course of elementary education. The department feels that some amount will be needed in future for adding certain additional infrastructure and purchase of teaching material in the existing schools. For this a sum of Rs.125 lacs will be required during the 11th Five Year Plan out of which Rs.25 lacs is proposed for the year 2007-08.

2. EXPANSION OF ELEMENTARY EDUCATION (11-14) YEARS

The department has carried out survey and found that children in the age group 11-14 years need extra care in order to improve their capability not only in the field of academy but also to enhance their abilities to cope with the day to day pressure in the light of changing trend and life style in today's world. The department feels that a training should be given in the filed of life skills. To improve the quality education and to provide better educational facility, it is proposed that a sum of Rs.125 lacs for the 11th Five Year Plan; out of which Rs.25 lacs for 2007-08.

3. Welfare Schemes

Most of the students in NDMC schools belong to economically backward sections of society. Parents are unable to provide minimum required facilities for education to their children and ill equipped children cannot concentrate on their studies. Therefore, various scheme have been launched to provide incentives in the form of free textbooks, free stationary, free uniforms, free wool, free shoes & socks and scholarships. Under this scheme free text books to all the students of class I to VIII, free stationery to all the students of class I to V, free uniform cloths to all the students of class I to V and free shoes & socks to all students of class I to V are being provided in all NDMC and its aided schools. It has been felt that students cannot maintain one uniform properly being issued therefore, it is being proposed that two sets of stitched summer uniform and one set of winter uniform every year may be issued to students (class I to V). Further, the costs of books (NCERT) have also been increased. There is a proposal to provide Text books and Free uniform etc. in the Annual Plan 2007 08 to approx. 20000 and 15000 students respectively and in the 11th Five Year Plan to 1 lacs and 75000 students respectively and for this an outlay Rs.1500 lacs for 11th Five Year Plan and Rs.300 lacs for 2007-08 are proposed.

4. ADMINISTRATIVE SUPERVISION, PLANNING & STATISTICAL CELL

Computerization of administrative unit through implementation of software package developed by GNCT Delhi through SSA funding. This software will help the NDMC for on line admission on the pattern of Govt. of Delhi and will provide a web-based communication between the schools and HQs for proper monitoring and implementation of various schemes. It will also help to create a centralized database for all employee of Education Department for quick retrieval and updating. An out of Rs.100 lac for 11th Five Year Plan and Rs.25 lacs for Annual Plan 2007-08.

5. EXPANSION OF NURSERY EDUCATION

NDMC is already running Nursery classes almost in all schools. There is a scope of addition of new sections in the existing schools, and also improving the existing infrastructure and additional infrastructure, purchase of teaching material, therefore a sum of Rs.50 lacs will be required in the 11th Five Year Plan and Rs.5 lacs in Annual Plan 2007-08.

6. QUALITATIVE IMPROVEMENT IN THE ELEMENTARY EDN.

This scheme aims at bringing qualitative improvement in standard of education besides all-round development of the personality of students. A series of activities introduced in NDMC schools during previous plans proved very useful. To acquaint the children with the local environment, opportunities are provided to the students studying in NDMC and its aided schools to visit Educational, Historical and other worth seeing places under the Environmental Study Programme. In order to improve the standards necessary furniture, equipment and appliances will be supplied. Further, computerization programme in NDMC schools at Senior Level has already been done. Now computer education Middle and Primary schools are to be started, which are approx. 40 in numbers. Initially it is proposed to install 5 computers in each Middle schools and 5 computers in each Primary schools.. For this, an outlay of Rs.250 lacs is needed for the 11th Five Years Plan and Rs.50 lacs is proposed for Annual Plan 2007-08.

7. WORK EXPERIENCE AND HOBBY CENTRE

This programme would be continued during the 11th Five Year Plan like the previous Plan, therefore Rs.8 lacs is proposed for the 11th Five Year Plan and Rs.1.5 lacs for Annual Plan 2007-08.

8. IMPROVEMENT OF SCIENCE AND IN-SERVICE PROGRAMME

NDMC organizes annual science fair every year to inculcate the competitive spirit among students to develop the scientific bent of mind. Seminars and workshop are organized for professional development of teachers. During the 10th Five Year Plan an outlay of Rs.15 lacs was approved. As this programme needs to be continued with more vigour during 11th Five Year Plan in the interest of students and teachers, accordingly it has been proposed that Rs.25 lacs may be earmarked during the 11th Five Year Plan and Rs.5 lacs for Annual Plan 2007-08 for the purpose.

9. CAPITAL WORKS

Schools building in NDMC area are old construction. The condition of some of the buildings need repairs at larger scale, therefore, NDMC proposes to renovate such building. Further, construction of additional classrooms in a few schools is required. Besides, NDMC has handed over its one school building at Shershah Mess to the Delhi High Court on 30.4.2006 and its place L&DO who has directed to allot a suitable land for the schools, therefore, construction work on the allotted land shall be carried out during the 11th Five Year Plan. There is a proposal for an outlay of Rs.1000 lacs for the 11th Five Year Plan out of which Rs.250 lacs for the Annual Plan 2007-08.

10. SECONDARY EDUCATION (10+2 PATTERN OF EDN.)

NDMC being municipal body has thrust on Primary Education but at present it has sufficient Secondary and Senior Secondary schools to cater to its population. The department proposes to upgrade its two Middle schools to Secondary Level and one secondary to Senior to Sr. Secondary in the 11th Five year Plan. Keeping in view the needs necessary staff, furniture etc. will be provided. For this an outlay of Rs.300 lacs in the 11th Five Year Plan and Rs.60 lacs for Annual Plan 2007-08.

11. EDUCATION & VOCATIONAL GUIDANCE

NDMC is imparting the vocational courses in its senior secondary schools for which seven part time vocational teachers are working. The salary of vocational teachers is being paid, which needs to be continued in 11th Five Year Plan. An outlay of Rs.30 lacs for the 11th Five Year Plan and Rs.6 lacs for Annual Plan 2007-08 is required.

NEW SCHEMES

12. PROVIDING FREE TEXT BOOKS TO GIRLS STUDENTS FROM CLASSES 9TH 12TH CLASS

The students enrolled in NDMC are mostly urban poor and it has been felt that some students drop out in the 9th class due to financial constraints, particularly Girls students are found to have been working as domestic servants in the house hold. The poor essentially do not want to invest money on female child for the education (eg. For purchase of books). Therefore, the department has provided free text books in the year 2006-07. As this will definitely increase enrolment and retention of girl child, the

department proposes to continue to provide free text books to them. An outlay of Rs.40 lacs for 11th Five Year Plan and Rs.8 lacs for the Annual Plan 2007-08.

13. STRENGTHENING OF SCHOOLS LIBRARY

In order to provide the latest reading material to strengthen the base of the students in the field of academic on the basis of national curriculum framework, recommended by NCERT/CBSE, the libraries are required to be strengthened for which the department proposes an outlay of R.10 lacs for the 11th Five year Plan and Rs..75 lacs for Annual Plan 2007-08.

14. INCENTIVE FOR PROMOTING EDUCATION AMONGST GIRLS, SC & ST STUDENTS FROM CLASS I to V

The department did not have specifically any scheme for promoting educational interest amongst SC, ST and also Girls Students in NDMC area. From the current year the department proposes incentive for promoting educational interest amongst these category by paying Rs.500/- each student annually on passing class I to V. An outlay of Rs.400 lacs is required for the 11th Five Year Plan and Rs.80 lacs for Annual Plan 2007-08.

15. MERIT SCHOLARSHIP FOR SC,ST and GIRLS STUDENTS

In order to nurture the talent amongst the SC,ST and Girls students, the department proposes an extra incentive in the form of Merit scholarship to all SC, ST and Girls students who stand first in their class from V to X in each category at the rate of Rs.100/- per month. An outlay of Rs.60 lacs is required for the 11th Five Year Plan and Rs.12 lacs for Annual Plan 2007-08.

16. SETTING UP OF COMPUTER LAB IN NDMC SCHOOLS

In order to make on line system in the Education Department of NDMC with all the schools to transfer every minute details and necessary information from time to time, the department proposes an outlay of Rs.350 lacs for the 11th Five Year Plan and Rs.70 lacs for Annual Plan 2007-08.

17. SCHOLARSHIP TO ALL GIRLS STUDENTS, SECURING 60% AND ABOVE IN CLASS X EXAMINATION

CBSE has recently introduced a scholarship of Rs.500 per month for two years to single girl students who secure 60% and above marks in class X CBSE examination. On the same patten, NDMC proposes to extend this facility to all Girls Students who are studying in NDMC schools and who will secure 60% marks in class X examination of CBSE. An outlay of Rs.45 lac for 11th Five-year Plan and Rs.9 lacs for Annual Plan 2007-08.

18. Sports and Co-curricular Activities

Sports competition and co-curricular activities were organized at the Zonal and inter-zonal level during the year 2006-07 such as Football, Hockey, Cricket, Pass-Ball, Athletics, Painting, Handwriting competition, Essay competition, band, Yoga & Music competitions. A provision of Rs.30, 000 has been made to award the Scholarship to the best sport students. Winners of all teams will be awarded.

A Cricket team of NDMC & Navyug school students has been formed to represent the NDMC at the State and National level.

The competent authority accorded the approval of amounting to Rs.4, 93,989/- for the purchasing of the sports articles for the current year i.e. 2006-07 for Primary, Middle, Secondary and Sr. Sec. Schools.

All primary schools and nursery schools will switch over to teaching in English in addition to Hindi and other subjects from 2007-08.

SOCIAL WELFARE

Social Assistance:

1. Old Age Pension – Financial Assistance to the destitute person such as Old, deserted women, infirm, Physically Handicapped, Orphan, widow and T.B. patients living in NDMC area.
2. Sports material – Provided to RWA's in the municipal housing complex.

Financial Assistance

Trade unions are also provided financial assistance for celebration of May Day, Holi, Id Milan and Prakesh Divas.

1. Community centers provide furniture, weightlifting equipments and games materials for indoor activities.
2. Bookings of Barat Ghars :-
The peoples residing in the NDMC area can book the Barat Ghars online round the year for social function and non-residents can book 30 days in advance from the date of function. Preference is however given to NDMC employees.
3. Booking of parks in NDMC area.
4. Maintenance of Dhobi Ghats- the Ghats in NDMC area maintained by the Council.
5. Issue of license to Dhobis – license issued to Dhobis working at Dhobi ghats in NDMC area.
6. SC/ST Welfare activity for the employees residing in NDMC area and municipal complex.

Senior Citizen Homes and Recreation Centres

1. Strengthening of infrastructure, installation of solar geysers, dinning hall furniture and upgradation of library facilities.
2. Regular organization of cultural/recreational events and involvement with yoga mediation activities as part of both welfare and good health measure.
3. Making liaison with various NGO's and Social organizations for involving senior citizens to participate on different platforms in society so as to enable them with a sense of self-esteem and self-activation.

Aanchal School for Mentally Challenged person

1. Therapeutic landscaping similar to the recommended structures in the Disabilities Act-orientation to the staff for optimum utilization and production of booklet on the same for placing it on the website.
2. Organization of workshops by involving the parents and siblings.

Future Plans

Aanchal School for Mentally Challenged persons

1. Organizing a International level interactive workshop for bringing the school at a suitable level that will contribute to developing awareness and improving quality of services.
2. Training program for Head Master/Teachers of NDMC/Navyug schools for encouraging policy of inclusion.
3. Tying up with Rehabilitation Council of India for making Aanchal and accredited center for imparting B.ED/diploma course in special education.
4. Strengthening of infrastructure by construction of more class rooms in view the expanding activities.

Establishment and Welfare activities

1. Printing of attractive state-of-art information brochure on SKS.
2. Medical services to SKS employees through agreement with major specialized hospitals.
3. Meritorious awards to institutions incharges for exercising economy on energy consumption.
- 4.

Cultural Activities during year 2006-07.

The promotion of art, music and culture is one of the discretionary activities that NDMC successfully launched an initiative aimed at adding a new dimension to New Delhi's cultural milieu and also to upgrade the quality of life in the city. During the current year the cultural programmes as detailed below have been organized in collaboration with SPIC MACAY, Star India Pvt. Ltd., Punjabi Academy and ICCR.

For community welfare a plan has been initiated for upgradation of 'barat ghars' and community centers. Thus, besides setting up of Gymnasium cum Social Welfare Centre in Kaka Nagar upgradation works of two barat ghars at Kaka Nagar and Moti Bagh is expected to start in current year. To supplement the capacity of 'barat ghars' it is also proposed to develop space available by covering Khushak Nallah between Barat ghar Laxmi Bai Nagar and Dilli Haat as a marriage ground. This, we expect, will substantially improve availability of space for organizing marriage functions. During the 11th Five Year Plan an amount of Rs.24.20 crores has been projected for upgradation of all barat ghars/community centers in NDMC in a phased manner. In addition, a new home for the senior citizens is proposed to be constructed at Gwalior Potteries, Sarojini Nagar to help aged and infirm amidst our citizens. We make special efforts to reach out to the groups with special needs. Aanchal, our star school for children with special needs has been developed a therapeutic garden, which completed this year.

For NDMC employees in additions to the housing pools especially at Valmiki Basti, Palika Complex at Jor Bagh, Palika Nilay at R.K. Ashram Marg and additions of rooms and floors to existing quarters. In this year, housing projects for staff will be started at land acquired for the purpose by NDMC at Saket and Dwarka. An integrated service center for essential services for housing complexes has started functioning in Jor Bagh, "Hitkari Nidhi Yojna", the new health scheme for providing for medical service facilities are few initiatives that have been taken up and will continue in the coming year.

NEW PROJECTS TO BE UNDERTAKEN DURING THE YEAR 2007-08

Sustained effort has been to bring quality and efficiency in delivery of municipal services and to overhaul the processes of governance of civic affairs. Towards this objective 14 major works have been taken up in 'project mode' so that there is better monitoring and co-ordination in their execution.

These include:

- (1) Redevelopment of Connaught Place
- (2) Strengthening and resurfacing of roads.
- (3) Pavement improvement on major roads.
- (4) Construction of foot over bridges.
- (5) Construction of Multilevel Parking Facilities at 3 places.
- (6) Street-scaping
- (7) Installation of road signages
- (8) Construction of Bus-Q-Shelters
- (9) Restoration of heritage Gole Market and N.P. School, Mandir Marg
- (10) Completion of NDCC-II
- (11) Redevelopment of Yashwant Place
- (12) Transportation of Solid Waste Management in 12 out of 14 circles.
- (13) Construction of free public toilets.
- (14) Setting up an Integrated Waste Treatment Plant at Okhla

MULTILEVEL PARKINGS:

Considering the increasing number of vehicles in Delhi and to see the problems to be faced very soon, NDMC has considered the need for parking places in NDMC area. Also due to site constraints, it is being constructed as multilevel parkings.

Currently three locations have been finalized to start the work, namely

- a) Baba Kharak Singh Marg
- b) Kasturba Gandhi Marg (behind HT bldg.)
- c) Sarojini Nagar

The projects are to be executed as PPP projects.

The salient features for the parking are:

- i) The work is being done under the consultancy of the reputed agency, M/s IDFC.
- ii) Involvement of multinational / highly reputed companies
- iii) Fully / semi automatic system
- iv) Part commercialization
- v) Most economic use of the space
- vi) Initially considered for 15 years of concession period

Tenders have already been floated, work is expected to start in April-May 2007

2) COMMERCIAL PROJECTS:

1) Redevelopment of yashwant place cinema complex

Taking cognizance of the upcoming commonwealth games in 2010, overall high visibility considering the proximity of the site to the chanakyapuri diplomatic enclave, the retail boom and increasing footfalls at the malls, it is being aimed to redevelop the cinema hall complex as a modern leisure cum commercial center with the PPP structure.

The salient features for the project are :

- i. New aesthetic look to match with the surroundings
- ii. The work is being done under the consultancy of the reputed agency, M/s IL&FS
- iii. Involvement of multinational / highly reputed companies

- iv. Planning best suitable use of the prime location. May consider any of the following:
 - a) Mall cum multiplex
 - b) Multiplex, leisure, entertainment and related office tower
 - c) Boutique / 5 [five] star hotel
 - d) Aquarium
 - e) Opera

(ii) Commercialization of NDCC, Phase-II & convention centre

New Delhi municipal council (NDMC) has approximately 45000.00 sqm of built up area in the heart of Delhi, adjacent to Palika Kendra (NDMC building, opposite Jantar – Mantar). Of this area, about 15000.00 sqm will be allowed to be used for commercial activities.. The structure is almost completed. The specialty of the building is effective structural design, full granite / marble in the common area , eye-catching atrium , modern facilities, easily accessible from all parts of Delhi, smooth entry & exit, sufficient parking space, power backup and good water/ sewer/drainage condition. Also the convention centre is under construction, which will also be commercialized

3) SANITATION

I) Development, construction, operation and maintenance of an integrated municipal waste processing and disposal facility at okhla

Govt. of India has formulated municipal solid waste (management & handling) rules, 2000 [MSW rules]. Accordingly, NDMC has demarcated land measuring 15 acres, for establishing facilities to process, manage and dispose municipal solid waste, at okhla.

The salient features for the project are:

- i. The work is being done under the consultancy of the reputed agency, M/s IL&FS.
- ii. Augmentation of waste management capability
- iii. Replacement of existing compost plant site with the latest plant & machinery for more efficient integrated processing & treatment facility
- iv. The work is proposed to be executed on public private partnership basis
- v. The plant will take care of the MSX and the bi-products, such as rdf, fluff bio-gas etc. Will be utilized for generating electricity and producing fly ash.

(II) Construction of modern public toilets

For improvement of public utilities in NDMC area, it is considered to improve the status and facilities in the public toilets and the work is being executed on BOT basis.

The work is to be executed in two (2) phases. First phase for South of Rajpath area is already in progress and being done by M/s Hythro Power Corporation limited. Tenders for second phase i.e., North of Rajpath area is being floated very soon.

The salient features for the PTU's are:

- New aesthetic look to match with the surroundings
- Totally neat & clean area
- Latest / modern fixtures to be provided
- No charge will be taken from the users

Full time availability of water
 Proper arrangement of security and attendant
 Initially considered on BOT basis for 7 yrs

4) City development plan for NDMC

NDMC has engaged a consultant m/s. IL&FS Ecosmart Limited for preparing an exhaustive sub-city development under JNNURM which will outline a vision for the future of new Delhi area based upon a thorough understanding of the areas current state of development, the challenges it faces and its potential. Moreover, it will get out an agenda from development; identify priority areas of intervention and alternative strategies for achieving these goals. This is in views of changing trends and styles of international standards.

Objective: -

To evolve and consensus based sub-city-plan incorporating a future development vision for the NDMC area, that capitalizes its potential and addresses current bottlenecks;

The consultants will identify financial action plans for achievement of identified goods in short term, medium term and long term perspective;

They will provide diagnostic assessment of key areas of inefficiency, particularly as related to functions involving a high degree of customer interface, or as impacting revenue collections.

Our consultants M/s IL&FS Ecosmart Ltd. will complete this report by 31/03/2007.

Commonwealth Games 2010 Venue

The Council has accorded approval for upgradation of Talkatora and Shivaji Stadium to international standard for Commonwealth Games in 2010 at an approximate cost of Rs.30.45 crores. The Organizing Committee commonwealth Games 2010 has approved the Talkatora Indoor Stadium for the Boxing event. NDMC is in the process of finalizing the Consultant for the project. The work is likely to start during the year 2006.07 subject to clearance from infrastructure co-ordination Committee of CWG and DUAC and work is likely to be completed during the year 2008-09.

NDMC has earlier redeveloped Malcha Marg market, Pandara Road market and recently the Momo Market. The redevelopment plan of Janpath market, Tibetan market are in progress. Other neighbourhood markets will be taken up in the current financial year. Thus in 11th Five Year Plan NDMC will take up all markets for redevelopment/upgradation of infrastructure in phased manner. However, priority will be given to the market located on entry roads to NDMC area for MCD area.

ELECTRICITY (2007-08)

- (i) Establishing switching station at Sanjay Camp near Nigerian High Commission (behind Singapore Embassy).
- (ii) Establishing switching station near Veerawali Hospital, Ch.Puri
- (iii) Estab. ESS at Hanuman Mandir, Connaught Place.
- (iv) -do- Africa Avenue Cross Road No.2
- (v) Instll. Of 990 KVA unitized s/s near Ashoka Road opp. Hotel Indraprastha
- (vi) -do 2 x 990 KVA unitized s/s near Lok Nayak Bhawan Khan Mkt.

- (vii) Installation of 990 KVA unitizes S/S in the campus of Lady Irwin College Sikandra Road.
- (viii) Constn.of s/s buildings & Aug of s/s capacity at Yashwant Place.
- (ix) Providing HT inter connector between substation SP Marg to substation Budha Jyanti Park
- (x) -do from s/s Trauma Centre to (i) s/s I Block Sarojini Ngr.(ii) Safdarjung Staff Qrs.- I & (iii) C Block Sarojini Nagar.
- (xi) Prov. Alternate feed to Mohan Singh Place from Hanuman Rd. & extending upto Regal.
- (xii) Prov. 11 KV interconnecting cable between S/s Shahjahan Road and S/S Aurbindo Marg.
- (xiii) Shifting of HT cables passing near boundary wall of Parliament Library/House and G.Rakab Ganj at Pt. Pant Marg.
- (xiv) Augmentation of LT Distribution in Lodhi Colony.
- (xv) Augmentation of LT Distribution Indian Oil Bhawan.
- (xvi) Augmentation of LT Distribution in Zone I area.
- (xvii) Outgoing LT feeders from E.S.S. DG Block Sarojini Ngr.
- (xviii) -do- temp. E.S.S. Delhi High Court.
- (xix) Aug. of LT Dist. system in Zone I Area (from S/s Keventor Dairy Willingdon Crescent, Teen Murti Police Staff Qrs. S/s Nehru Memorial, Race Course road).
- (xx) -do- in Zone V area feed from S/S A Block, F Block and New Plaza.
- (xxi) Aug. of LT dist. System surrounding Cement Godown.
- (xxii) -do- from S/S Jawahar Bhawan
- (xxiii) -do- from S/S I, Hailey Road
- (xxiv) -do- from S/S Lady Irwin College
- (xxv) -do- from S/S Shivaji Stadium
- (xxvi) -do- at P.K. Road
- (xxvii) -do at Janpath market area
- (xxviii) Aug. of LT dist. System in N/W Moti Bagh.
- (xxix) -do- Nehru Park.
- (xxx) Aug. of LT Dist. System in Bapu Dham
- (xxxi) -do- C-II Moti Bagh
- (xxxii) Prov. LT feeds from 66 KV S/S State Guest House, Ch. Puri. to various GS Pillars.
- (xxxiii) Aug. of LT Dist. System at Ashoka Police Lines, Ch Puri.
- (xxxiv) -do- in Bengali Market area.
- (xxxv) -do- Malcha Marg Area
- (xxxvi) -do- Rajdoot Marg Area.
- (xxxvii) -do- in Keventor dairy S. .P. Marg Area.

In addition to above the estimates worth Rs.11.23 crores (approx.) for replacement of HT panels and Rs.6.5 crores (approx.) for replacement of LT panels and transformers in various Electric Substations in South of Rajpath and Rs. 2.2 crores (approx.) for replacement of transformers, HT/LT panels in various Electric Substations in North of Rajpath are likely to be executed by Augmentation/R&D division.

The work wise achievements during 2006-07 are as under: -

Name of work	Targets for 2007-08
Establishing 66 KV S/S at 15.B.D. Marg Estimated cost: Rs.2002.17 lacs	The work is to be executed on turnkey basis and is likely to be awarded in the year 2007-08.
Establishing 33 KV S/S at Church Road Establishing Cost Rs.643.15 lacs	

Establishing 66 KV S/S at State Guest House, Chanakya puri. Estimated cost:Rs.1997.99 lacs	The balance work of installation of one 66KV GIS board and two Power Transformers is linked with the progress of the 220 KV s/stn at Ridge Valley to be established by the DTL. Power Transformers will be procured and installed.
Establishing 66KV S/S at Bapu Dham. Estimated Cost: Rs.1898 lacs	The work is linked up with the progress of the work of establishing 220 KV s/stn. By DTL at Ridge Valley. Building for sub-station will be constructed by the NDMC.
Establishing 33 KV S/S at Shahjahan Road Estimated Cost: Rs 430 lacs	Work completed.
Establishing 33KV s/s at Doordarshan Bhawan, Mandi House Estimated cost: Rs.9.21 Crores.	The work of installation of second transformer and laying of second 33KV feeder from S/S B.D. Marg shall be taken up correspondingly with the progress of B.D. Marg s/stn during 2007-08. The work of SITC of 33kv GIS panel at S/s. Trauma center to be installed at S/s. Mandi House will be completed in 2007-08.
Establishing 33 KV Indoor S/S at Connaught Place and Augmentation of its T/R capacity Estimated cost: Rs.495.13 lacs	The construction of S/S building is likely to start during the year 2007-08 by Civil Engg. Department of NDMC.
Replacement of 7 nos. elevators at Lok Nayak Bhawan, New Delhi Estimated cost: 207.74 lacs	Work Completed.
Establishing 33 KV s/s at Trauma center AIIMS, New Delhi Establishment cost: Rs.893.05 lacs	One 11 KV board and one Power Transformer, 16/20 MVA, 33/11KV will be installed during 2007-08.



ITEM NO. 11(C-6)

1. **NAME OF THE SUBJECT:**
Naming-Renaming of Roads, Chowk etc. in NDMC area.
2. **NAME OF THE DEPARTMENT:**
General Administration Department
3. **DETAILS OF REQUESTS:**
The NDMC has received following requests for naming/renaming of roads/street, Chowk etc:
 - i) Re-naming of Taj Man Singh Chowk as '**Lala Onkar Nath Chowk**'. Request in this regard has been made by Shri J.P. Aggarwal, M.P., Rajya Sabha to the Ministry of Home Affairs, Govt. of India. MHA has forwarded this request to NDMC requesting that comments in the matter may be sent to the MHA immediately.
 - ii) Renaming of either Red Cross road or Talkatora Road in the name of Late Shri Fakhruddin Ali Ahmed. This request has been made by National Committee for Centenary Celebration of Late President of India Shri Fakhruddin Ali Ahmed addressed to the Hon'ble Prime Minister. MHA has forwarded this request to NDMC requesting that comments in the matter may be sent to the MHA immediately.
 - iii) \Renaming of road on North Avenue from Ram Manohar Lohia hospital to Rashtrapati Bhawan in the name of Shri Prakashvir Shastri as '**Pandit Prakashvir Shastri Marg**'. Request in this regard has been given by Shri Virendera Prabhakar, Press Photo Journalist. MHA has forwarded this request to NDMC requesting that comments in the matter may be sent to the MHA immediately. It is pertinent to mention here that the Council had resolved on 22.11.2002 vide Resolution No. 3(iii) to name the stretch of Road in North Avenue from RML Hospital to Rashtrapati Bhawan as 'Pandit Prakashvir Shastri Marg'. The decision was referred to SNA, which considered it in its meeting held on 12.11.05 and it was decided that some other Road may be considered as the proposed name was of historical importance and should not be changed.
 - iv) Renaming of South Avenue/Windsor Palace in the name of Sir Shobha Singh. This request has been given by one Smt. Malvika Singh, F-46, Malhotra Building, Janpath, New Delhi. This request has been forwarded by Chief Minister's Office, Delhi for consideration and appropriate action.
 - v) Renaming of Dalhousie Road in the name of Swami Brahmanand. This request has been given by Shri Harish Kumar, resident of 628/3, Shivaji Road, Delhi.
 - vi) Renaming of the Haj Manzil as '**P.M. Sayeed Haj Manzil**' and also the Talkatora Road as '**P.M. Sayeed Marg**'. This request has been given by Ch. Prem Singh, Speaker, Delhi Vidhan Sabha and has been forwarded to NDMC by Deptt. of Urban Development, Govt. of NCT of Delhi for comments/views. A reminder has also been given by the Govt. of NCT of Delhi intimating that CM Office is pressing hard for early comments/views in this regards.

4. The Rules position regarding naming/renaming of streets, installation of Statues, Memorials etc. in Delhi/New Delhi are as follows:
- (i) Section 231(1) (a) of the NDMC Act, 1994 deals with naming and numbering of Streets. The Section provides as follows:

“The Chairman may with the sanction of the Council, determine the name/number by which any street or public place vested in the Council shall be known”.
 - (ii) Renaming of the streets is to be governed by the guidelines issued by the Ministry of Home Affairs vide their letter No. 13022/34/74/Delhi dated 27.9.1975. The guidelines stipulate that the names of existing streets/roads should not be changed and only new streets/roads may be named after eminent personalities.
 - (iii) State Naming Authority, Govt. of NCT of Delhi has also issued guidelines for naming/renaming of Roads, Streets etc. According to the guidelines circulated by Deptt. of Urban Development, Govt. of NCT of Delhi vide Circular No. 12/40.2003/SNA/UD/4006-34 dated 18.6.2004:
 - (a) Request for naming a park, street, road, colony etc. should come from a group of persons such as Association, Manch etc. and not from any single person; such a request will be considered by the concerned Land Owning Agency and the Dy. Commissioner (Revenue). The D.C. shall form his views after assessing public opinion in the area to take a view on the applications. On the basis of the comments of D.C. (Revenue), the proposal will be examined by the Sub-Committee of SNA and only such of the proposals will be considered by the SNA which are recommended by the Sub-Committee.
 - (b) Once a road has been named after a particular dignitary then a fresh proposal for renaming should not be sent to the State Names Authority.
 - (c) **The names of existing streets should not be changed.**
 - (d) **Names which are a part of history may not be altered.**
 - (iv) The Council has adopted the following criteria for naming/renaming of roads/streets vide Resolution No. VIII(C-31) dated 13.10.2006.
 - a. Representation for naming should be from a group of persons such as Association, Manch etc. Any proposal for naming has to be put up for **sanction or rejection of the Council.** The name has to be for an unnamed road/street. Any decision taken by the Council for naming is to be communicated to the SNA, Govt. of NCT of Delhi for approval. The cases of rejection by the Council may be communicated directly to the concerned organization.
 - b. For renaming, the guidelines of MHA vide letter No. 13022/34/74/Delhi dated 27.9.75 are to be strictly adhered to. Any renaming can be considered by the Council only when there are directions from the Govt. of India. The Deptt. shall communicate to the applicant directly as per guidelines of GOI.

- c. Renaming can only be an exception. Recommendations in this regard can be given by the Council and any contrary decision of the Govt. of India shall be brought to the notice of the Council.

5. **FINANCIAL IMPLICATION**

There are no financial implications.

6. **IMPLEMENTATION SCHEDULE WITH TIMELINESS FOR EACH STAGE INCLUDING INTERNAL PROCESSING:**

Not applicable

7. **COMMENTS OF THE FINANCE DEPARTMENT:**

The Finance Department has advised to ensure that the guidelines issued in this regard by the Govt. of India, Ministry of Home Affairs and State Naming Authority of Govt. of NCT of Delhi are followed scrupulously.

8. **COMMENTS OF THE DEPARTMENT ON THE COMMENTS OF THE FINANCE DEPARTMENT:**

The requests are being considered in the light of the guidelines issued in this regard by the Govt. of India/SNA of Govt. of N.C.T. of Delhi and Council decision taken vide Resolution No. VIII(C-31) dated 13.10.2006.

9. **LEGAL IMPLICATIONS OF THE SUBJECT:**

No law point is involved in the matter.

10. **DETAILS OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT & ASSEMBLY ON THE SUBJECT:**

These details are presented in brief in foregoing para 4.

11. **COMMENTS OF THE LAW DEPARTMENT:**

The Law Deptt has pointed out that in the NDMC, we follow direction/guidelines of Central Govt. on the subject and as per guidelines dated 27.9.75, renaming of the roads should be avoided but in the proposal, the recommended areas are to rename existing road. The Law Deptt. has also mentioned that the Taj Man Singh Chowk is due to Taj Man Singh Hotel, the property of the NDMC and the Red Cross Road is due to H.Q. Building of Indian Red Cross on the road.

Concluding their comments, the Law Deptt has mentioned that no law point is involved in the matter and the Deptt may follow the procedure laid down in such cases.

12. **COMMENTS OF THE DEPARTMENT ON THE COMMENTS OF THE LAW DEPARTMENT:**

The views of Law Department are accepted.

13. **RECOMMENDATIONS:**

For consideration of requests made by different manchs/organizations regarding naming and renaming of roads mentioned at below para 4 from (i) to (vi).

COUNCIL'S DECISION

Resolved by the Council that the requests for naming/renaming of roads/street received by NDMC from different manchs/ organizations be rejected except the request mentioned at Sl. No. (ii) for which a letter be sent to the concerned authority with the request to suggest the name of some other un-named road/street/chowk, that can be considered to be named after Late Shri Fakhruddin Ali Ahmed.

ITEM NO. 12(C-7)**ACTION TAKEN REPORT ON THE STATUS OF ONGOING SCHEMES/WORKS APPROVED BY THE COUNCIL.**

In the Council Meeting held on 28.8.1998, it was decided that the status of execution of all ongoing schemes/works approved by the Council indicating the value of work, date of award/start of work, stipulated date of completion & the present position thereof be placed before the Council for information.

The said report on the status of the ongoing schemes/works upto January, 2007 had already been included in the Agenda for the Council Meeting held on 12.02.2007.

A report on the status of execution of all the ongoing schemes/works awarded upto April, 2007 is placed before the Council for information.

(See pages 62-99).

COUNCIL'S DECISION

Information noted by the Council.

Further resolved by the Council that the work of Construction of Gymnasium & Social Welfare Centre at Kaka Nagar must be completed by 14th November 2007.

ITEM NO. 13(C-8)**CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 50 LACS.**

Section 143 (D) of NDMC Act, 1994 provides that every contract involving an expenditure of Rs. 1 lac but not exceeding Rs.50 lacs under clause 143 (c) shall be reported to the Council. In pursuance of these provisions a list of contracts entered/executed in March & April, 2007, have been prepared. A Comprehensive list of the contracts entered into for the various schemes is accordingly laid before the Council for information. **(See pages 101-119).**

COUNCIL'S DECISION

Information noted by the Council.

ANNEXUR END

ITEM NO. 14 (W-1)**1. Name of the subject/Project**

Public Private Partnership (PPP) project for Development of an Integrated Waste Treatment Complex at Okhla Compost Plant site – Finalisation of Concession agreement

2. Name of the Department

Projects Department.

3. Brief History of the subject/project:**3.1 Background:**

NDMC generates approximately 290 Metric Tons of MSW per day. As per the study report of M/s IDFC, the Minimum waste transported to land fill site in the year 2004 was 239 MT per day. The report also indicates that the transported waste falls short of the waste generated by about 28%. NDMC area is completely landlocked and there is no facility for disposal of the waste generated within NDMC area. As such NDMC is dependent on MCD for providing landfill facility for disposal of MSW. Even these landfill sites are limited and studies indicate that over 350 acres of landfill area is required every year in Delhi. Therefore, finding land for disposal of solid waste will become an increasingly difficult task. Moreover, disposal of waste at landfill sites has its attendant environmental risks like contamination of ground water etc. Scientific disposal of municipal waste is thus a national concern.

3.2 History of the project:

In order to take advantage of the developments in the field of waste processing technologies and to evolve a more scientific method of disposing waste, NDMC signed an MOU with M/s ILFS in August 2005 (Council Resolution No 6(W-1), Dated 26/8/05) for setting up a project for complete utilization of solid waste. The project is proposed to be implemented on Public Private Partnership basis (PPP). The salient features of the project are as under:

- The project is to be undertaken jointly with MCD as the waste generated in NDMC area is not sufficient to meet the requirements of economies of scale.
 - NDMC contributes to the project by providing land at nominal value and by providing waste generated in its area.
 - MCD/GNCTD to provide additional land at Timarpur for a Refuse Derived Fuel (RDF) plant of 650 MTD capacity. The RDF to be used for generating electricity at the Okhla Plant.
- NDMC & MCD will earn a share of revenue from sale of electricity,

- The capital as well as the running cost is to be borne by the private participant.
- The selection of the private participant would be through a transparent & competitive bidding process

In pursuance of the MOU, M/s ILFS has undertaken various developmental activities as per the terms of MOU which are detailed in **Annexure A (See pages 127 – 132)**.

4. Detailed proposal on the subject/project

- 4.1 The operator is to be selected through a competitive bid process. Before bids are invited, the terms of the concession agreement are to be finalized. In this regard a draft of the concession agreement was prepared by ILFS in Nov 2005 and it was given to NDMC for its concurrence. Since then, the draft has undergone several rounds of discussions with the finance department, legal consultants, health department and in the Empowered Committee. The finalized draft is placed at **Annexure B (See pages 133 – 185)**. A similar draft concession agreement has been approved by MCD, a signed copy of which is available with the department.

Like any other agreement, the draft concession agreement for this project imposes certain rights and obligations on the contracting parties. An attempt has been made by the department to ensure that the concerns of NDMC are suitably addressed in the draft agreement and interests of NDMC are protected. In the outcome, the draft concession agreement offers the following benefits and imposes the ensuing obligations on NDMC:

4.2 Advantages to NDMC envisaged in the contract are:

- Scientific disposal of MSW generated within its Jurisdiction at no extra cost for next 25 years.
- Design, Construction and Operations risks are to be borne by the Concessionaire.
- Saving on Landfill Charges paid by NDMC to MCD estimated to be Rs 2.25 crores per annum.
- Income from revenue share from the sale of Power generated by the plant (subject to regulator's approval).
- Carbon Credits: The project qualifies for availing carbon credits under the Clean Development Mechanism. The revenue from Carbon Credits shall be distributed between NDMC/MCD and Concessionaire in ratio of 75:25. The distribution of revenue from Carbon Credits between MCD and NDMC shall be done in the same ratio as the MSW delivered by each.
- The plant is to be designed with a provision for Capacity Augmentation to take care of future increase in MSW, this will help in meeting any future increases of MSW generated in NDMC area.

4.3 The Obligations that rest with NDMC under the contract are

- To provide 15 Acres of land at Okhla at a nominal license fee of Re.1 per annum.
- To supply a minimum of 200 TPD of waste to the plant for the duration of the project. NDMC to continue to bear the transportation cost as it is doing at present.
- To arrange for the disposal of MSW during planned plant Shutdown each year for repair and maintenance (limited to 30 days in a year)
- The waste which is supplied by NDMC should meet the following criterion:

- it should not have hazardous waste, biomedical waste and dead remains and construction and demolition waste.
- the waste density should not exceed 850kg/cubicmeter.

4.4 The risks to NDMC under the contract are as under:

- (a) In case NDMC fails handover the land after signing the concession agreement, then NDMC will be liable to pay the Development Costs put in by the developer.
- (b) NDMC will be liable for losses on account of any third party claims against the use of the land for the project
- (c) In case NDMC fails to deliver the minimum waste quantity for six continuous days, NDMC will have to pay a compensation based on the cost of alternative supply of fuel for running the plant.
- e) In case of termination of Agreement due to NDMC event of default, NDMC will have to pay Termination Payments equal to the sum of :
 - The total Debt due &
 - 150% of the equity subscribed in cash and actually spent on the project.

It is a joint project with MCD and MCD has already signed the Draft Concession Agreement in Jan. 2007.

4.5 Proposal for Consideration of the council:

The agenda is placed before the council for consideration and acceptance of the risks and obligations envisaged under the draft concession agreement as discussed above keeping in view the overall benefits envisaged in this project.

5. Financial implications of the proposed project/subject:

- Saving of Landfill charges paid by NDMC to MCD of around Rs. 2.25 Crores per year.
- Income from Revenue share from the sale of Power @ Rs 0.05 per unit with the condition that Royalty Amount would increase proportionately to any increase in approved tariff after the first year of Commercial Operation. (subject to regulator's approval).
- Allocation of 20MT per month of compost for use of the Horticulture Deptt at 50% on the normal selling price.
- Carbon Credits: the revenue from Carbon Credits shall be distributed between NDMC / MCD and the Concessionaire in ratio of 75 : 25. the distribution of Revenue from Carbon Credits between MCD and NDMC shall be done in the same ratio as of MSW delivered by each.
- In case NDMC fails to deliver the minimum waste quantity for six continuous days then compensation, based on the cost of alternative supply of fuel for running the plant, will have to be paid by NDMC.

6. Implementation schedule with timelines for each stage including internal proceeding:

Mechanical completion is to be done within Twenty Four (24) months.

7. Comments of the Finance Deptt. on the subject

The risks and obligations given in the draft agenda paper are as per the concession agreement separately concurred by the finance department subject to minor drafting changes already communicated.

8. Comments of the Deptt. on comments of Finance Deptt.

Drafting changes have been incorporated wherever required.

9. Legal implications of the subject/project

LA has raised the point that if any proceeding is pending in the Supreme Court, on this issue, how it has been overcome in this agreement.

It is to inform that the WP no. 888/1996 is pending in the Supreme Court of India, regarding that no subsidy can be provided to any concessionaire until the decision of the Supreme Court is finalised. Here in this Concession Agreement, no subsidy is being given and also the clause no.22.6 (a)-(iv) & 4 at page no.43 of the draft agreement, clearly indicates that the change in law shall not include any order of the Supreme Court of India in WP no. 888/1996. Further it is added that all costs & expenses that NDMC may have to incur in participating in and attending to the proceedings before the Supreme Court of India in WP no. 888/1996 shall be incurred by NDWPCL on behalf of NDMC.

10. Details of previous Council Resolutions, existing law of Parliament and Assembly on the subject

The MOU with M/s ILFS was approved by the Council vide Resolution No 6(W-1), Dated 26/8/05.

11. Comments of the Law Deptt. on the subject/project

The draft concession agreement was shown to law department earlier. Law department had advised that the concession agreement should be vetted by an external legal expert. Accordingly, the concession agreement has been vetted by M/s Dua Associates.

12. Comments of the Deptt. on the comments of Law Deptt.

Nil.

13. Recommendation

Recommended that the draft concession agreement be approved by the Council.

COUNCIL'S DECISION

Council approved the draft concession agreement.

ANNEXURE A

124 – 182

ANNEXURE A END

CONCESSION AGREEMENT

BETWEEN

NEW DELHI MUNICIPAL COUNCIL (NDMC)

AND

TIMARPUR-OKHLA Waste Management Company Private Limited (TOWMCL)

For

**Development, Construction, Operation and Maintenance of
An Integrated Municipal Waste Processing and Disposal Facility**

At

The Site Adjacent to the Existing Sewage Treatment Plant At Okhla

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THIS AGREEMENT made this__ day of_____ 2007 at []

BETWEEN

New Delhi Municipal Council, a municipal body established under the New Delhi Municipal Council Act and having its office at _____, acting through [], the Chairperson (hereinafter referred to as "NDMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

AND

TIMARPUR-OKHLA Waste Management Company Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Core 4B, 4th Floor, India Habitat Center, Lodhi Road, New Delhi-110 003, (hereinafter referred to as "TOWMCL", which expression shall, unless repugnant to the context or meaning thereof, mean and include its associate/group companies, successors and assigns) of the OTHER PART

NDMC and TOWMCL are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS

1. NDMC, constituted under the New Delhi Municipal Council Act 1994, (hereinafter referred to as the "**Act**"), is responsible for, inter alia, making adequate provisions for the collection/ removal and disposal of filth, rubbish and other obnoxious or polluted matters. Government of India has formulated Municipal Solid Waste (Management and Handling) Rules, 2000 ("**MSW Rules**") that impose an obligation on NDMC to adopt suitable process for disposal of municipal waste. In furtherance of its functions and pursuant to the MSW Rules NDMC has demarcated land for establishing facilities to process, manage and dispose municipal solid waste;
2. NDMC after obtaining necessary approval from DDA and Site Authorization from DPCC under MSW Rules 2000 has earmarked land admeasuring fifteen acres (as specifically provided under Schedule III hereto and referred to hereinafter as the "**Site**"), located at the site adjacent to the existing sewage treatment plant at Okhla, as the site for establishing an integrated processing and treatment facility for municipal solid waste generated from the areas within its jurisdiction (as defined under Clause 1.1 and hereinafter referred to as the "**Plant**");
3. NDMC is desirous of augmenting its waste management capability and expand its waste processing, management and disposal capabilities and for that reason has decided to replace the compost plant existing at the Site with the Plant, it being a more efficient integrated processing and treatment facility than the existing compost plant;
4. TOWMCL as a special purpose company, incorporated by Unique Waste Processing Company (hereinafter referred to as "**UWPC**"), for developing projects for processing and disposing municipal waste using the technologies of processing municipal waste and also to produce as by-products, inter alia, refuse derived fuel, fluff, organic manure, biogas and use such products for generating electricity and producing fly ash for brick manufacture;

5. TOWMCL submitted a proposal to NDMC for developing the Plant at the Site, utilizing suitable technology, on a design, build, operate and transfer basis, as a pilot project, to enable augmentation of the waste disposal capabilities of NDMC;
6. The proposal submitted by TOWMCL envisaged that a developer (or a consortium of developers) would be selected, through a competitive bidding process, to acquire the entire/majority shareholding of TOWMCL from UWPC and undertake the development, financing, construction, operation and maintenance of the Plant on a design, build, operate and transfer basis;
7. NDMC accepted the proposal submitted by TOWMCL and authorized the selection of a suitable developer to acquire One Hundred percent of the equity share capital of TOWMCL and agreed to vest TOWMCL with the rights and obligations required to enable it to duly undertake the development, financing, construction, operation and maintenance of the Plant at the Site on a build, operate and transfer basis, on the same day as the acquisition by the selected developer of the entire shareholding of TOWMCL from UWPC;
8. NDMC is now desirous of entering into an agreement with TOWMCL vesting it with the rights and obligations required to enable it to demolish the existing compost plant at the Site and duly undertake the development, financing, construction, operation and maintenance of the Plant at the Site on a design, build, operate and transfer basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEED BY AND BETWEEN THE PARTIES as follows:

1 DEFINITIONS & INTERPRETATION

1.1 *Definitions*

In this Agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them:

- 1.1.1 **"Access Road"** mean the motorable approach road (___ ft. wide) for access to the Site from ___ public road and the intended route of which is indicated in green on the Site plan annexed as Schedule I hereto.
- 1.1.2 **"Additional Cost"** shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which TOWMCL would be required to incur as a result of a Change in Law.
- 1.1.3 **"Agreement"** means this agreement between NDMC and TOWMCL, including its schedules and annexures and includes any amendments made hereto in accordance with the provisions hereof.
- 1.1.4 **"Applicable Approvals"** means all the authorizations, licenses, clearances, permits, no-objections, sanctions and consents as required by Applicable Laws, to be procured by either NDMC or by TOWMCL in connection with the implementation of the Project.
- 1.1.5 **"Applicable Laws"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which have the force of law, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect

hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.

- 1.1.6 **"Biomethanation"** means a process that entails enzymatic decomposition of the organic matter by microbial action to produce methane rich biogas.
- 1.1.7 **"Bio-Methanation Plant"** means the facility having the capacity to process upto one hundred and fifty tons per day (150) of Organic Waste, that will be constructed, operated and maintained as part of the Plant, for undertaking the Biomethanation of Organic Waste.
- 1.1.8 **"C&D Debris"** means solid waste resulting from construction, remodeling, repair, renovation or demolition of Structures or from land clearing activities or trenching or de-silting activities. **"Structures"** for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures.
- 1.1.9 **"Commissioning Period"** in relation to the Plant means the period of three (3) months from the date when the Mechanical Completion of each of the Project Facilities has been achieved.
- 1.1.10 **"Concession"** means collectively all the rights granted by NDMC to TOWMCL under this Agreement with respect to developing, implementing, constructing, operating and maintaining the Plant for the management, processing and disposal of the Municipal Waste generated from within the NDMC Supply Area, subject to all the terms, conditions, covenants and obligations of this Agreement, more specifically mentioned in Clause 2.1 and 2.2.
- "Concession Agreement-MCD"** means the agreement dated [] between MCD and TOWMCL by which the Concession has been granted to TOWMCL by MCD
- 1.1.11 **"Daily MSW Deficiency Amount"** shall have the meaning given to the phrase in Clause 7.7.
- 1.1.12 **"Daily Weight Sheet"** shall have the meaning given to the term in Clause 7.3.
- 1.1.13 **"Date of Commissioning" or "COD"** means the date notified by TOWMCL as the date on which the Plant is ready to commence commercial operations after successfully completing the testing, which shall be a date no later than three months of the date of Mechanical Completion of the Plant.
- 1.1.14 **"Date of Mechanical Completion"** means, in relation to the Plant, the date, not being later than twenty four (24) months from the Effective Date, on which, the construction of the Plant is to be completed with all equipments and be ready for testing and commissioning.
- 1.1.15 **"Dead Remains"** means the dead bodies, carcasses, bones or skeletal remains of animals, rodents and other living beings (other than plants).

- 1.1.16 **"Delhi Jal Board"** is the authority created under the [] Act, having jurisdiction over water supply and sewage treatment for the city of Delhi.
- 1.1.17 **"Delivery Schedule"** shall have the meaning given to the term in Clause 6.2.
- 1.1.18 **"Development Costs"** shall mean the aggregate of the amounts spent by TOWMCL in undertaking activities in relation to the implementation of the Project till the Date of Commissioning which amounts will include but not be limited to:
- (a) expenditure incurred by UWPC for and in relation to the Project which have been charged/assigned to TOWMCL,
 - (b) expenditure incurred in relation to preparation of all reports, studies and other papers relating to the Project and the Project Facilities,
 - (c) expenditure incurred in respect of filing applications for and obtaining and maintaining Applicable Approvals,
 - (d) fees of all consultants, experts, accountants, lawyers, lenders and other independent persons hired in relation to the Project,
 - (e) costs of maintaining offices of TOWMCL that are attributable to the Project,
 - (f) any payments made to NDMC or on behalf of NDMC in relation to the Concession or the Project and
 - (g) costs of any contractors appointed by TOWMCL in relation to the implementation of the Project.
- 1.1.19 **"Encumbrances"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.
- 1.1.20 **"Effective Date"** means the date on which the obligations of TOWMCL, under this Agreement, become binding and effective and all the conditions precedent specified in Clause 3.1 are either satisfied or waived by TOWMCL in accordance with Clause 3.
- 1.1.21 **"Excluded Waste"** means waste material of the nature that the Project Facilities are not designed or authorised to receive, manage, process and dispose that shall mean
- (i) Hazardous Waste,
 - (ii) Bio-Medical Waste and
 - (iii) Dead Remains.
- 1.1.22 **"Existing Facility"** means the compost plant covering approximately 8.5 acres of the Site, which had been constructed by NDMC in [] that is presently existing *facility, if any* at the Site
- 1.1.23 **"Financing Documents" or "Financing Agreements"** means all the agreements, taken together, that are entered into between TOWMCL and the lenders for providing the debt financing for the implementation of the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Plant or any part thereof, for securing the debt provided.
- 1.1.24 **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of facilities similar to the Facilities to be constructed, operated and maintained pursuant to the Project.

- 1.1.25 **"Hazardous Waste"** shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989.
- 1.1.26 **"Inert Management Facility"** means the Facility that will be constructed, operated and maintained as part of the Plant, for managing and processing the Residual Inert Matter in order to ensure that there is minimum requirement for Landfilling of the Residual Inert Matter.
- 1.1.27 **"Landfill Site"** means the existing landfill site for disposal of solid waste admeasuring [] located at [], the location of which is indicated in the map in Schedule I, and any alternate or additional landfill site notified by MCD/NDMC pursuant to **Clause 8** of this Agreement or Concession Agreement-MCD, as being available for disposal of MSW pursuant to this Agreement, if the existing landfill site is not available or suitable for disposal of MSW.
- 1.1.28 **"Landfilling"** means the disposal of the Residual Inert Matter and Rejected Wastes at the Landfill Site in accordance with the terms of this Agreement.
- 1.1.29 **"Licence "** means the licence pursuant to which NDMC shall provide the Site to TOWMCL, the draft of which is provided as Schedule V to this Agreement.
- 1.1.30 **"Lenders"** means the Persons that provide the financing for the Projects pursuant to Financing Agreements.
- 1.1.31 **"MCD"** means the Municipal Corporation of Delhi, a municipal corporation established pursuant to the Municipal Corporation of Delhi Act, 1957, having jurisdiction over areas of Delhi that are not falling within the jurisdiction of NDMC.
- 1.1.32 **"MCD MSW Quantity"** means Nine hundred metric tons ([900]MT) of MSW per day MSW, which is the quantity of MSW that TOWMCL will arrange to obtain from MCD or any Person located within the jurisdiction of MCD, for processing at the Plant.
- 1.1.33 **"MSW" or "Municipal Waste"** means waste generated by households, public services, agricultural activities, commercial establishments and industries located within the jurisdiction of NDMC and MCD, and shall include Solid Waste, and Organic Waste, but shall not include the Excluded Wastes.
- "MSW" or "Municipal Solid Waste"** shall have meaning as defined under the Municipal Solid Waste (Management & Handling) Rules 2000, which is reproduced as below:
- "Municipal Solid Waste"** includes commercial and residential wastes generated in a municipal or notified areas in either solid or semi-solid form excluding industrial hazardous wastes but including treated bio-medical wastes;
- 1.1.34 **"MSW Rules"** means The Municipal Solid Wastes (Management and Handling) Rules, 2000 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and includes any statutory amendments / modifications thereto or reenactments thereof, for the time being in force.
- 1.1.35 **"Material Adverse Effect"** means a material adverse effect on (a) the ability of either Party to exercise any of the rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- 1.1.36 **"Material Breach"** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

- 1.1.37 **“Maximum MSW Quantity”** means presently [Thirteen Hundred] metric tons ([1300] MT) of MSW per day, which is the maximum quantity of MSW that the Plant can presently process and would mean any revised maximum increased capacity that is notified by TOWMCL during the Term.
- 1.1.38 **“Minimum MSW Quantity”** means [] metric tons ([]MT), with a permissible variation of \pm [10]%, which is the minimum quantity of MSW that the Plant would require to operate efficiently.
- 1.1.39 **“NDMC MSW Quantity”** means the quantity of MSW that NDMC shall supply to TOWMCL, in accordance with this Agreement, for processing at the Plant, which shall be within the range of two hundred metric tons (200 MT) to four hundred metric tons (400MT), with a permissible variation of \pm [10]%.
- 1.1.40 **“NDMC Supply Area”** means, the areas under the jurisdiction of NDMC falling under [] zones, which NDMC has identified as the source of MSW for the Project, vide its letter dated ____ annexed as Schedule IV hereto
- 1.1.41 **“Organic Waste”** means such type of Waste that can be degraded by micro-organisms, but shall not include Excluded Wastes.
- 1.1.42 **“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
- 1.1.43 **“Plant”** means the integrated MSW management, processing and disposal facility comprising the RDF Plant, the Bio-Methanation Plant, the Power Plant and the Inert Management Facility to be designed, constructed, operated and maintained by TOWMCL in accordance with the terms and provisions of this Agreement and in the event TOWMCL decides to design, construct, operate and maintain a compost plant, such facility shall also be part of the Plant.
- 1.1.44 **“Power Plant”** means the a power generation plant of a name plate capacity of [Sixteen] mega watts ([16] MSW) that will generate electricity by using the Municipal Waste or Supplementary Fuel or both, as the case may be.
- 1.1.45 **“Preliminary Notice”** means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.
- 1.1.46 **“Project”** means the project for enabling the processing of Municipal Waste up to the Maximum MSW Quantity and for that purpose to design, development, financing, construction, operation and maintenance of the Plant under and in accordance with the terms and provisions of this Agreement.
- 1.1.47 **“Project Facilities”** means, as the context may require either all or one or more of the constituents of the Plant including without limitation (i) the Site and (ii) the individual facilities comprising the Plant, namely the RDF Plant, the Bio-Methanation Plant, Inert Management Facilities, and the Power Plant.
- 1.1.48 **“RDF”** means the solid fuel in the form of fluff or pellets/briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity through the turbine that will be part of the Power Plant.

- 1.1.49 **“RDF Plant”** means the Facility having a capacity to process up to [Thirteen Hundred] metric tons per day ([1300] TPD) of MSW, that will be constructed, operated and maintained as part of the Plant, for producing RDF from the MSW.
- 1.1.50 **“Receipt Point”** means the place within the Site, specified in writing by TOWMCL and marked on a layout plan by TOWMCL on or before the Date of Mechanical Completion, at which NDMC shall be required to deliver the MSW in accordance with the terms of this Agreement.
- 1.1.51 **“Residual Inert Matter”** means the waste matter obtained after processing of the MSW by each of the relevant Project Facilities.
- 1.1.52 **“Rejected Waste”** means such components of a consignment of Municipal Waste delivered by NDMC that are refused to be accepted by TOWMCL, either at the time of delivery upon inspection of the MSW delivered or being delivered, as the case may be, on the ground that they are either:
- (a) classified as Excluded Wastes,
 - (b) they are not in accordance with the composition of MSW as defined in this Agreement,
 - (c) they are of a quantity that is in excess of the NDMC MSW Quantity,
 - (d) they are part of a consignment of MSW that is sought to be delivered by NDMC when it has been notified that the Plant is undergoing repair or maintenance .
- 1.1.53 **“Residual Treated Water”** means the treated liquid residue derived from the Sewage treatment process of the Sewerage Treatment Plant, that is capable of either discharge into natural water bodies or re-use for purposes other than human consumption which will be supplied by the Delhi Jal Board to TOWMCL from the Sewage Treatment Plant, for being used in the Plant.
- 1.1.54 **“Royalty”** means the revenue share payable to NDMC pursuant to Clause 11.
- 1.1.55 **“Sewage”** means the liquid waste that is treated by Delhi Jal Board at the Sewerage Treatment Plant.
- 1.1.56 **“Sewage Treatment Plant”** means the sewage treatment plant owned, operated and maintained by the Delhi Jal Board that is located on the land adjacent to the Site, as more clearly indicated in the map in Schedule I to this Agreement.
- 1.1.57 **“Sludge”** means primarily organic solid or semi solid product of the treatment process of Sewage undertaken in the Sewerage Treatment Plant.
- 1.1.58 **“Solid Waste”** means wastes generated from commercial, agricultural, industrial and domestic activities within the jurisdiction of NDMC and MCD that are in either solid or semi-solid form but shall not include the Excluded Wastes.
- 1.1.59 **“Site”** means the land admeasuring [] acres located adjacent to the Sewage Treatment Plant at Okhla (more particularly described in Schedule III hereunder and shown delineated by red colour boundary line on the Site plan annexed hereto and marked as Schedule I).

- 1.1.60 **"Supplementary Fuel"** shall have the meaning given to the term in Clause 2.4.
- 1.1.61 **"Technology"** means the relevant technology for the waste to energy processes, that TOWMCL may, at its discretion, deem fit to use in the Project Facilities from time to time.
- 1.1.62 **"Term"** means the time period of twenty five (25) years commencing from the Effective Date and will also include such successive time period/s by which the Concession granted in this Agreement may be renewed/ extended as provided herein.
- 1.1.63 **"Termination"** means the early termination of this Agreement pursuant to Termination Notice given by either Party to the other Party or otherwise in accordance with the provisions of this Agreement but shall not, unless otherwise requires, include expiry of this Agreement due to the expiry of its Term.
- 1.1.64 **"Termination Notice"** means the termination notice given pursuant to Clause 17.
- 1.1.65 **"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.
- 1.1.66 **"Termination Payment"** means the payments payable pursuant to Clause 17.2(f) or Clause 22.4(d) of this Agreement.
- 1.1.67 **"Transporter"** shall have the meaning give to the term in Clause 5.1(a).
- 1.1.68 **"Transportation Contract"** shall have the meaning give to the term in Clause 5.1(a).
- 1.1.69 **"Vacant Possession"** means delivery to TOWMCL, of possession of the lands constituting the Site free from all Encumbrances subject to Clause 4.1 (b) and the grant of all easementary rights and all other rights appurtenant thereto.
- 1.1.70 **"Viability Gap Funding" or "VGF"** means the financing provided to eligible infrastructure projects by the Government of India pursuant to The Guidelines to Support Public Private Partnerships in Infrastructure, August 2004.
- 1.1.71 **"Weighbridge"** means the electronic weighbridge capable of performing the operations specified in Clause 7.3.

1.2 Interpretation

- (a) The words, phrases and expressions defined hereinabove in Clause 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Clause 1.1 or in this Agreement and shall be interpreted accordingly. Expressions, which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- (b) all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (c) the words "include" and "including" are to be construed without limitation;

- (d) the headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (e) the Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.

2 THE PROJECT

2.1 *Grant of Concession*

Subject to and in accordance with the terms and conditions set out in this Agreement, NDMC hereby irrevocably grants to TOWMCL and TOWMCL hereby accepts exclusive right and authority, during the Term, to develop, establish, finance, design, construct, operate and maintain the Plant at the Site, and in addition to the other rights granted under this Agreement:

- a. to exclusively hold, possess, control the Site, in accordance with the terms of the License for the purposes of the due implementation of this Project, in accordance with the terms of this Agreement.
- b. to receive at the Receipt Point, during each day of the Term, MSW from NDMC mainly and primarily from the NDMC Supply Area. The cost of transportation and delivery till the Receipt Point shall be borne by NDMC.
- c. to refuse to accept any MSW that is in excess of the NDMC MSW Quantity
- d. To inspect the MSW delivered by NDMC and identify Rejected Waste and refuse to accept the Rejected Waste.
- e. to store, use, appropriate, market and sell or dispose all the products/by-products obtained after the processing and treatment of the MSW (including but not limited to electricity, methane, RDF, compost and Residual Inert Waste),
- f. to construct, operate and maintain a pipeline system from the Sewage Treatment Plant to the Plant to enable TOWMCL to receive Residual Treated Water from Delhi Jal Board and to store it at the Site and use it in the Plant for such purpose as it may deem fit.
- g. to receive and store Sludge at the Site and use it in the Plant for such purpose as it may deem fit.
- h. to receive, for the purposes of processing at the Plant, MSW from MCD or any Person.
- i. to receive all the fiscal incentives and benefits accruing in respect of or on account of the Project. It may however be noted that revenue from Carbon Credits, if any, shall be dealt with as per directions of Delhi Electricity Regulatory Commission (DERC). If DERC does not give any directions about Carbon Credits, the revenue from Carbon Credits shall be distributed between NDMC/MCD and TOWMCL in ratio of 75:25 that is 75% to NDMC/MCD and 25% to TOWMCL. The distribution of revenue from Carbon Credits between MCD and NDMC shall be done in the same ratio as of MSW delivered by each. The revenue of Carbon Credits to be distributed shall be determined after deducting from revenues from Carbon Credits, actual expenses incurred by TOWMCL in obtaining the Carbon Credits.

2.2 *Rights Associated with the Grant of Concession*

Without prejudice to the generality of foregoing and other provisions of this Agreement, the Concession hereby granted to TOWMCL shall include and shall entitle TOWMCL, without requiring any further authorization or authority from NDMC, to

enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- (a) to design, engineer, finance, procure, construct, install, commission, operate and maintain each of the Project Facilities either itself or through such Person as may be selected by it;
- (b) upon commissioning of a Project Facility, to manage, operate and maintain the same either itself or through such Person as may be selected by it;
- (c) to borrow or raise money or funding required for the due implementation of the Project and mortgage, charge or create lien or encumbrance on the whole or part of the Project Facilities, provided however, the creation of mortgage, charge, lien or encumbrance on the lands constituting the Site will be dependant on the terms and conditions on which the said lands have been granted by the Delhi Development Authority to NDMC;
- (d) to obtain the utilities required for enabling the construction of the Project Facilities, on payment of applicable charges for the utilities;

2.3 Use of Suitable Technology

Without prejudice to the generality of the foregoing, TOWMCL shall have the right to develop the Project Facilities using such Technology that it considers suitable and commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement. It is acknowledged that it is the intention of TOWMCL to essentially use Bio-methanation, RDF and material recovery Technology associated with the concept of an integrated waste processing plant, a process diagram of which is provided in Schedule [II] and that TOWMCL shall have the right to modify, adapt, upgrade or change the Technology, from time to time, based on actual operations of the Plant and the requirements of the Project.

2.4 Use of Supplementary Fuel for Power Plant

The Parties hereby agree that TOWMCL shall have the right to use, at such times as it may deem fit, any fuel as a supplement to the MSW to enrich the RDF and/or to directly support the operation of Power Plant (such fuel shall be referred to as "**Supplementary Fuel**"). The methane gas from the Sewage Treatment Plant of the Delhi Jal Board is intended to be a Supplementary Fuel to support the operation of the Power Plant.

2.5 Sale and Marketing of Products from Processing MSW

- (a) NDMC hereby confirms that TOWMCL shall be free to sell or otherwise dispose of any products derived or produced from the Plant as a consequence of undertaking the processing of the MSW and Sewage including electricity or RDF or fluff or gas or Sludge or Residual Treated Water or any other products or by-products, other material recovered or produced from MSW and the Sewage at the Plant, by providing timely information to NDMC. TOWMCL shall have the right to sell or otherwise dispose such products, at such price and to such persons and using such marketing and selling arrangements as it may deem appropriate.
- (b) Without prejudice to the provisions of sub-clauses (a) and (b) of this Clause 2.5, the Parties hereby agree that TOWMCL shall allocate upto 20MT of compost per month for sale to NDMC's Horticulture department and further that such compost shall be sold at a discount of 50% (fifty percent) from the

generally applicable sale price for compost, as determined by TOWMCL, prevailing at that point of time.

2.6 Completion of Construction

TOWMCL shall ensure that the construction of the Plant is completed within a period of twenty-four months from the date of Financial Closure ("**Construction Period**"). In the event the construction of the Plant is not completed within the said Construction Period, TOWMCL shall be liable to pay NDMC Rupees one hundred per ton of MSW that is being disposed by NDMC at the MCD landfill site, for each day of delay in the completion of construction of the Plant, *provided* that NDMC shall give notice of 30 days before seeking to impose the penalty under this Clause and if the construction is completed within the said thirty days no penalty will be levied under this Clause.

"Financial Closure" means the due execution of loan agreements and related documentation between TOWMCL and the lenders for the provision of the loan facility for the construction of the Plant.

2.7 Storage Requirements of Plant

The Parties hereby agree that the Plant shall be designed to enable: (i) storage of upto three days supply of Maximum MSW Quantity and (ii) storage of fifteen days production of RDF.

2.8 Term of Concession

The Concession is granted to TOWMCL for the Term and shall terminate upon the expiry of the Term or upon earlier Termination of this Agreement.

2.9 Renewal of Concession

NDMC may agree to renew or extend the Concession after the expiry of the initial Term, for another period of twenty five years or such other period as may be mutually agreed to and on such terms and conditions as mutually agreed upon.

2.10 Financing Through Viability Gap Funding

In the event TOWMCL seeks Viability Gap Funding it will ensure that the conditions, if any, stipulated for providing the VGF by the Government of India are complied with.

3 CONDITIONS PRECEDENT

3.1 *Conditions Precedent*

This Agreement and the Concession granted herein by NDMC to TOWMCL are valid and binding from the date of execution of this Agreement *provided however*, the obligations of TOWMCL under this Agreement would become effective and binding, only upon the satisfaction of the following conditions precedent:

- (a) Subject to provisions of Clause 4.1, NDMC should at its own cost and expense, handover the Vacant possession of the Site to TOWMCL
- (b) TOWMCL should have, at its own cost and expense, obtained all the Applicable Approvals (as specified in Schedule VII) required to be procured by it to enable the commencement of the Project and in order to commence the construction and operation of the Project Facilities *provided however*, NDMC shall provide all the support required for enabling the grant of the Applicable Approvals to TOWMCL.

3.2 *Non-Compliance with Conditions Precedent*

- (a) Non-Compliance with Conditions Precedent will not constitute an Event of Default as defined in Clause 17.2 and will be dealt with as per provisions of this Clause.
- (b) It is agreed that, if the above preconditions are not met within six (6) months from the date of execution of this Agreement, then the Parties by mutual consent may (i) extend the time period for satisfaction of the conditions precedent by another six (6) months; or (ii) terminate this Agreement.
- (c) In case of Termination due to 3.2 (b) above,
 - a. if the default is attributable to NDMC, NDMC shall pay to TOWMCL, as a pre-agreed compensation for such default, the Development Costs duly certified by the statutory auditor of TOWMCL. In the event the Development Costs as certified by the statutory auditor are not acceptable to NDMC then NDMC may request TOWMCL to obtain an independent audit done from another reputed firm of chartered accountants. In this regard, NDMC would provide names of three reputed firms of chartered accountants to TOWMCL.
 - b. if the default is attributable to TOWMCL, NDMC shall not make any payment to TOWMCL.

4 THE SITE

4.1 *Vesting of Site with TOWMCL*

- (a) NDMC shall grant TOWMCL a license to use the Site at a nominal license fee of Rupee One (Re. 1/-) per annum for the Term and NDMC shall execute the License Agreement with TOWMCL together with the execution of this Agreement. The license fee can be paid in advance for such period of time as TOWMCL may deem fit. The licensee fee shall remain fixed for the entire Term and shall not be subject to any escalation. TOWMCL shall have the full right to regulate the entry into and use of the Site, subject to inspection rights of NDMC from time to time.

NDMC hereby agrees that the right to use the land constituting the Site shall be granted to TOWMCL under the License, for the purposes of the development of the Project Facilities for enabling NDMC to discharge its functions of management, treatment, processing and disposal of MSW. The conditions that have been stipulated by the Delhi Development Authority on the lease of the land to NDMC shall be annexed, as a schedule to the License and TOWMCL shall be under an obligation to honour and give full effect to such conditions.

- (b) TOWMCL shall notify NDMC, within a period of three weeks from the date of this Agreement, whether or not it requires the existing superstructure on the Site.

If TOWMCL notifies that it will not require the existing superstructure, then NDMC will clear the Site and give vacant possession thereof and in the event NDMC has not cleared the Site and delivered possession thereof within a period of two months from the date of such notice, TOWMCL shall be delivered possession of the Site with the obligation to clear the superstructure and provide NDMC with the amounts received from clearing of the superstructure, after deducting from such amount, the costs incurred by TOWMCL in undertaking such activity. Provided however that prior to making such deduction, TOWMCL shall provide NDMC with a detailed statement of costs incurred as well as supporting documentation.

If TOWMCL notifies that it would require the existing superstructure then TOWMCL and NDMC shall mutually agree to a price at which the existing superstructure would be transferred to TOWMCL and in the event the price cannot be mutually agreed to, NDMC shall undertake to remove the existing superstructure and clear the Site as provided for in this sub-clause (b) above.

- (c) If any underground Encumbrances are found on the Site during the course of construction or any time during Term of the Concession Period, TOWMCL shall notify NDMC of the same and NDMC shall be under obligation to remove such Encumbrances. In the event NDMC is unable to clear the said Encumbrance within a period of 8 weeks of such notification by TOWMCL, TOWMCL shall be authorized to clear the Encumbrance and provide NDMC the details of the costs incurred by TOWMCL in undertaking such activity and proceeds from Sale of such Encumbrances, if any. The cost incurred in removing such Encumbrances shall be deductible from any amounts payable to NDMC by TOWMCL, after adjusting for amounts received from sale of such Encumbrances.

4.2 Use of Site

TOWMCL shall not, without the prior written approval of NDMC, use the Site for any purpose other than for the purpose of developing, constructing, operating and maintaining the Project Facilities, the Plant and undertaking other activities to implement and operate the Project pursuant to this Agreement.

4.3 Vesting of Site Co-Terminus with Concession Agreement

Subject to Clause 4.2 herein, NDMC hereby assures and represents to TOWMCL that the vesting of the Site with TOWMCL shall be irrevocable for the Term and cannot be terminated earlier than the expiry or termination of this Agreement and shall be co-terminus only with the expiry or termination of the Term.

4.4 Boundary Wall

The Parties agree that a duly completed and painted boundary wall made of brick, having a height of 2.5 m with iron grills of one (1) meter height on top of the brick wall, is required to be constructed on the boundary of the Site. NDMC shall undertake at its own cost the construction of the boundary wall *provided however*, NDMC shall always have the option to instruct TOWMCL to undertake the process of construction of the boundary wall (mandating TOWMCL to select a suitable contractor through a competitive bidding process for the same which is undertaken the aegis of NDMC) and NDMC shall in such circumstances, reimburse TOWMCL the actual cost incurred in the construction of the said boundary wall. The Parties hereby agree that if NDMC does not complete the construction of the boundary wall or has not instructed

TOWMCL to undertake the construction of the boundary wall within a period of six (6) months from the date of execution of this Agreement, TOWMCL shall undertake the construction of the boundary wall at the cost of NDMC and NDMC shall in such circumstances, reimburse TOWMCL the actual cost incurred in the construction of the said boundary wall, subject to the TOWMCL providing a detailed statement of costs incurred as well as supporting documentation in proof thereof..

In the event, NDMC fails to reimburse the amounts that it is liable to reimburse TOWMCL under this Clause 4.4, then TOWMCL upon serving a one month notice on NDMC may deduct from the royalty payable by it to NDMC under Clause 11.1, all the costs that were reimbursable under this Clause 4.4 together with the interest paid by it on its debt to the lenders in relation to the Project.

5 COLLECTION OF MSW

5.1 *Separate Storage and Collection of Various types of MSW*

- (a) The Parties hereby agree that NDMC may appoint certain Persons to undertake the collection and transportation of waste generated within its jurisdiction (such Persons hereinafter referred to as "**Transporters**") and will enter into suitable agreements with each Transporter (each such agreement is hereby referred to as "**Transport Contract**") that would provide the terms and conditions governing the provision of the waste collection and transportation services by the Transporters to NDMC or undertake to transport the MSW to TOWMCL Project through its own resources.
- (b) NDMC hereby assures TOWMCL that it would instruct all the Transporters to deliver the waste collected by them to the Plant. NDMC shall also endeavor, to have in place, a suitable waste segregation system as per provisions of MSW Rules 2000.

5.2 *Collection from Vegetable Markets and Bulk Generators*

- (a) NDMC shall endeavor to issue suitable directions, notifications or otherwise as required under the Applicable Laws, that vegetable markets and other bulk generators of MSW, within the said NDMC Supply Area appropriately segregate, at source, the MSW generated by them and put into separate receptacles for collection in accordance with the said directions.
- (b) NDMC and TOWMCL hereby agree that if the vegetable markets and bulk generators, existing on the date of this Agreement ("**Existing Bulk Generators**"), are paying or start paying NDMC, prior to the Date of Commissioning, any fee for the disposal of the MSW generated by them at the Site ("**Bulk Generator Tipping Fee**"), then NDMC hereby undertakes that it shall ensure that, from the Date of Commissioning, any such Bulk Generator Tipping Fee is paid directly to TOWMCL by all Existing Bulk Generators. TOWMCL shall have the right to collect, retain, appropriate and use the Bulk Generator Tipping Fee.
- (c) If no Bulk Generator Tipping Fee was being levied prior to the Date of Commencement, then, NDMC hereby agrees that TOWMCL shall have the right and authority to negotiate directly with each Existing Bulk Generator, a suitable fee for the transportation and disposal of the MSW generated by it and such negotiated fee shall be paid directly to TOWMCL, subject to regular intimations being provided to NDMC (as NDMC may reasonably require) regarding the levy and collection of Bulk Generator Tipping Fee. TOWMCL shall have the right to collect, retain, appropriate and use the Bulk Generator Tipping Fee.

- (d) NDMC hereby agrees that in relation to vegetable markets and bulk generators that commence generating MSW, after the Date of Commencement, ("**New Bulk Generators**") then TOWMCL shall have the right and authority to negotiate directly with each New Bulk Generator and fix a suitable fee (or a mechanism for determination of such fee) for the transportation and disposal of the MSW generated by the relevant New Bulk Generator and such negotiated fee shall be paid directly by the relevant bulk generator to TOWMCL, subject to regular intimations being provided to NDMC regarding the levy and collection of Bulk Generator Tipping Fee. TOWMCL shall have the right to collect, retain, appropriate and use such fee.
- (e) It may also be noted that the MSW so received by TOWMCL from the NDMC Supply area (being area under the jurisdiction of NDMC) shall be a part of NDMC MSW Quantity.

5.3 *Collection at Cost of NDMC*

The Parties agree that all costs of any operations for ensuring collection and delivery of MSW at the Receipt Point, including but not limited to collection, manual segregation, storage, transportation and delivery of MSW at the Receipt Point and disposal of the Rejected Waste, shall be borne by NDMC. Provided however, any cost borne by TOWMCL in line with TOWMCL's direct negotiations with the Bulk Generators or Vegetable Markets, shall not be borne by NDMC.

6. TRANSPORTATION OF MSW

6.1 *Routes*

NDMC, its Transporters and TOWMCL shall mutually agree to and determine Routes that will be taken by the collection trucks to deliver the MSW at the Receipt Point. The routes so determined shall ensure that the Biodegradable waste which is stored separately or is collected directly from Bulk Generators, is transported separately and not mixed with Non-Biodegradable waste collected and stored separately.

6.2 *Delivery Schedule*

NDMC, its Transporters and TOWMCL shall mutually agree to a suitable schedule for the delivery of NDMC MSW Quantity at the Receipt Point ("**Delivery Schedule**"). Any deviations in the said Delivery Schedule shall be only with the prior consultation of TOWMCL. This provision shall not prejudice NDMC's primary obligation to supply MSW under this Agreement.

7. DELIVERY OF MSW

7.1 *Delivery of MSW Prior to COD*

At any time during the period from the Effective Date and until the Date of Commissioning of the Plant, NDMC shall supply and make available to TOWMCL at Receipt Point, free of any cost, upto [400] MT \pm 10% of MSW, as requisitioned by TOWMCL by seven days advance notice in writing.

7.2 Delivery of MSW After COD

- (a) From the Date of Commissioning till the end of the Term, NDMC shall supply and make available to TOWMCL during each day, MSW of a quantity that shall be within the range of NDMC MSW Quantity, in accordance with the Delivery Schedule and the provisions of this Agreement. MSW supplied to TOWMCL shall be primarily from the NDMC Supply Area.
- (b) NDMC hereby agrees that TOWMCL shall have priority over the MSW collected within the NDMC Supply Area and NDMC shall collect and deliver all the MSW generated within the NDMC Supply Area first to TOWMCL up to the NDMC Municipal Solid Waste MSW Quantity required to be supplied to TOWMCL under this agreement.

7.3 Measurement of MSW Delivered

- (a) TOWMCL shall cause a Weighbridge to be constructed at the Receipt Point, as part of the Project, which should have video surveillance, a server room, an electronic display unit and suitable technology, with duly calibrated weighbridge having the maximum possible accuracy, to carry out the following operations:
 - (i) weigh the MSW delivery trucks, take the dimensions of the delivery trucks, determine the weight of the consignment and determine the density of the consignment,
 - (ii) generate and maintain an electronic data base for each delivery and provide a print out of the specifications and details for each consignment, as stated in sub-clause (i) above (such print out is hereinafter referred to as "**Daily Weight Sheet**").
- (b) The Weighbridge shall be operated and maintained by TOWMCL, at no additional cost to NDMC.
- (c) Each consignment shall be first screened and weighed at the Weighbridge. NDMC shall provide the weight and volume of each empty delivery truck, in order to enable the due operation of the Weighbridge.
- (d) NDMC undertakes that it shall depute a responsible person ("**NDMC Representative**") to monitor the operations of the Weighbridge. However, the NDMC Representative shall have no responsibility or liability regarding operation and maintenance of the Weighbridge.
- (e) Without prejudice to the foregoing, TOWMCL shall ensure that the Weighbridge is monitored and inspected regularly to ensure its due calibration and accuracy and any errors shall be rectified immediately.
- (f) The Daily Weight Sheet shall be final and binding on the Parties.
- (g) In the event the Weighbridge is not operational, the weight of the MSW delivered at the Receipt Point during such time shall be measured by an appropriate alternate arrangement established by TOWMCL and agreed to by NDMC, to weigh the wastes being delivered. The weighing of MSW is critical to ensure NDMC's and TOWMCL's obligations under this Agreement and hence TOWMCL shall also be obliged to get the weighbridge repaired within 24 hours of it being inoperational. In case TOWMCL is

unable to get the weighbridge repaired within 24 hours, TOWMCL shall be liable to pay a penalty to NDMC at the rate of Rs.10,000/- per day (Rupees Ten Thousand per day) and NDMC shall have the right to get the weighbridge repaired on its own, but at the cost and risk of TOWMCL.

7.4 Maintenance of Records

The Daily Weight Sheet will be maintained on a day to day basis by TOWMCL to record the quantity of MSW delivered and the quantity of MSW entered therein as having been received and measured shall, subject to the right of TOWMCL to inspect and reject the Rejected Waste that may be part of any consignment, be deemed to have been received by TOWMCL for the purposes of this Agreement. A copy of the Daily Weight Sheet shall be daily sent to NDMC by TOWMCL. TOWMCL shall maintain the records of the Daily Weight Sheets (in electronic form) for a period of past three years.

7.5 Determination of Rejected Waste

- (a) If the Weighbridge determines that a consignment, other than a consignment of Organic Waste (to which the provisions of this Clause 7.5 (a) shall not be applicable), has a density greater than,
- (i) in the case of an open truck, five hundred kilograms per cubic meter (550 Kg/m³) and
 - (ii) in the case of a compactor truck, eight hundred kilograms per cubic meter (850 Kg/m³),

then, the relevant consignment may be rejected at the discretion of TOWMCL and the truck not allowed to unload the consignment. NDMC hereby agrees that in order to enable the screening to be carried out effectively, it shall adhere to the Delivery Schedule.

(b) If a consignment of Waste comprises predominantly of Organic Waste, it should be declared by NDMC upfront.

- (c) TOWMCL shall, at the time from the measurement of a consignment of MSW till before the MSW is utilized in the Plant, be entitled to inspect the delivered MSW to ensure that no MSW that falls under the category of Rejected Waste is processed by the Plant. If waste determined to be Rejected Waste are identified then, if such determination is made at the Receipt Point at the time of delivery of a particular consignment of MSW, then TOWMCL can refuse to accept the Rejected Waste from NDMC and return the consignment without allowing it to be unloaded. Notwithstanding anything to the contrary, if determination of any Rejected Waste is made after the relevant consignment had been accepted and mingled with the stored MSW at the Site, then TOWMCL shall bear all costs associated with the transportation of such Rejected Waste to the Landfill.
- (d) The quantity of Rejected Waste identified during a period, shall be deducted from the MSW being supplied by NDMC while determining whether NDMC has delivered the Minimum MSW Quantity for such relevant period.

7.7 Compensation in case of failure to deliver Minimum MSW Quantity

NDMC hereby agrees that the delivery by NDMC every day of the NDMC MSW Quantity is critical for ensuring the due implementation of the Project. NDMC hereby agrees that in consideration of TOWMCL implementing the Project, it hereby assures and undertakes that it shall deliver, on every day after the COD, MSW equivalent to atleast the NDMC MSW Quantity at the Receipt Point, in accordance with the Delivery Schedule, and in the event it is not able to deliver the NDMC MSW Quantity for a period of six consecutive days, it shall pay TOWMCL for each day of such failure after the six day period, as a pre-agreed reasonable compensation, an amount ("**Daily MSW Deficiency Amount**") that is the lower of:

- (a) In the event Supplementary Fuel is used to enable the due operation of the Power Plant, then the Daily MSW Deficiency Amount shall be the aggregate of the cost incurred by TOWMCL in:
- (i) obtaining the Supplementary Fuel (used pursuant to Clause 2.4) at the Site and
 - (ii) any cost incurred by TOWMCL in ensuring the operation of the Power Plant on the Supplementary Fuel so obtained.

This amount shall be notified by TOWMCL to NDMC together with a certification of the same by the auditor of TOWMCL;

OR

- (b) The fixed cost of Plant assumed to be equivalent to **Seventy percent (70%) of the revenue that would be obtained from sale of electricity produced by deemed generation of the Power Plant at 80% plant load factor shared in the following proportion:**

$$\begin{aligned} & \text{Amount payable by NDMC per day} = \\ = & \text{Power Plant Capacity [inMW]} * 1000 * 24 * 0.8 * 0.7 * \\ & (\text{TariffOfPowerSale}) \\ & * (\text{MCD MSW Quantity/Total MSW Quantity}) \end{aligned}$$

Provided however, that non-delivery of MSW on a day or quantity of Rejected Waste during rainy season on account of high moisture content shall not be considered as a failure on part of NDMC to deliver Minimum NDMC MSW Quantity for the purposes of this Clause 7.7.

8 SUPPLY OF RESIDUAL TREATED WATER & SEWAGE

8.1 *Interconnection of Sewage Treatment Plant and Sewerage System of NDMC*

NDMC hereby agrees and authorizes TOWMCL to construct, operate and maintain a pipeline system between the Plant and the Sewage Treatment Plant of the Delhi Jal Board, for enabling the supply of the Residual Treated Water from the Sewage Treatment Plant to the Plant at TOWMCL's own cost.

8.2 Use of Sludge at Site by TOWMCL

NDMC hereby agrees and authorizes TOWMCL to procure Sludge and use it in the waste treatment processes at the Plant and for that purpose NDMC hereby further agrees and authorizes TOWMCL to store Sludge at the Site, at such place as may be determined by TOWMCL at TOWMCL's own cost.

9 LANDFILL SITE

9.1 The Landfill Site

- (a) NDMC acknowledges that the availability of the Landfill Site for the purposes of disposal of Rejected Waste and Residual Inert Matter are critical for the continued operations of the Plant in a viable manner.
- (b) The Parties agree that NDMC has no independent Landfill Site of its own, but uses the Landfill Sites of MCD to dispose the MSW generated within its jurisdiction. NDMC shall be primarily responsible for ensuring the availability of a Landfill Site for accepting the Residual Inert Matter and Rejected Wastes generated from NDMC MSW Quantity, under the arrangements that it reaches with MCD or any other Person for disposal of MSW generated within the NDMC Supply Area.
- (c) The Residual Inert Matter shall be accepted by Landfill made available by MCD at no cost to TOWMCL and/or to NDMC. However, if such Landfill is not made available by MCD due to any reasons whatsoever, or at a later date MCD refuses to accept Residual Inert Matter generated due to NDMC MSW Quantity, then NDMC shall cause the Landfill Site to be made available for the purposes of this Agreement at its own cost and expense (including payment of all levies, charges and taxes whatever) and as per the requirements and conditions as prescribed under Applicable Law. Any Tipping Fee ("Tipping Fee" means any charges, fees or levies etc by whatsoever name called, paid by NDMC/TOWMCL to MCD/any other agency for use of Landfill site for disposal of Residual Inert Matter and Rejected Waste due to NDMC MSW Quantity) or other charges that are imposed by MCD for making the Landfill Site available shall be borne by NDMC and if TOWMCL has to pay any such tipping fee or charges, it shall be adjusted against the Royalty or any other amount payable by TOWMCL to NDMC.
- (d) NDMC hereby indemnifies TOWMCL and agrees to hold it harmless against any liability, expense, cost, loss, claim, action, damage that TOWMCL suffers on account of the non-availability of the Landfill Site to accept the Residual Inert Matter and Rejected Wastes.
- (e) TOWMCL shall, however, bear the cost of transportation and off-loading of the Residual Inert Matter (but not of the Rejected Waste) from the Site, as the case may be to the agreed point at the Landfill Site in Delhi, provided however, the transportation and offloading by TOWMCL of the Rejected Waste shall be at the cost and expense of NDMC. Moreover, if location of the Landfill Site is changed to outside Delhi at a later date and it results in

increased transportation distance to Landfill Site from the Project Site, NDMC will pay to TOWMCL as transportation charges a sum of money as per following formula:

$$\text{Transportation charges by NDMC} \\ = \text{Increase in Transportation Distance} * \text{Waste to be transported} * \text{a mutually acceptable factor}$$

10 **EXPANSION OF PROJECT**

- (a) NDMC expects that the quantity of MSW that is generated within the NDMC Supply Area would increase by seven percent (7%) every year from the Date of Commissioning. The Parties agree that TOWMCL shall undertake reasonable efforts to enable the processing of the increased volume of garbage at the Plant. TOWMCL expects that the extra MSW expected to be supplied by NDMC each year can be processed by the RDF Plant and the extra quantities of RDF that are so produced by it can be either stored or sold by TOWMCL in the form of pellets. TOWMCL expects that the RDF Plant can be used to process most of the extra MSW by increasing the number of operating hours of the RDF Plant. The Parties however, agree that the Power Plant can be designed to the optimum level only for the existing committed quantity of MSW. Notwithstanding anything to the contrary TOWMCL would ensure that the increased quantity of MSW during the Term of this Agreement would be accommodated by the Plant either by increase in working hours or by putting in place additional capacities at the sole cost and expense of TOWMCL. NDMC shall not incur any liability in this respect.

11 **ROYALTY AMOUNT**

11.1 *Quantum of Royalty Amount*

TOWMCL shall, from the COD of the Power Plant, pay to NDMC in accordance with Clause 11.2 below and subject to approval of DERC, Rs. 0.05 (five paise) for every unit of electricity sold from the Power Plant. The Royalty Amount would increase proportionately to any increase in approved tariff after the first year of commercial operations. TOWMCL shall submit to NDMC a copy of the monthly statement of purchase of electricity that is obtained from the bulk purchasers of the electricity.

11.2 *Payment of Royalty Amount*

The amount payable by TOWMCL under Clause 11.1 above shall become due and payable on the certification, by the statutory auditor, of the annual accounts of TOWMCL for the relevant financial year and shall be paid by TOWMCL to NDMC within a period of two (2) months from the date of such certification of the relevant accounts. TOWMCL shall provide NDMC with the calculation of the amount payable to NDMC and the total units of electricity sold from the Power Plant, duly certified by the auditor of TOWMCL.

11.3 No other payments

Except for the payment of the Royalty Amount from the sale of electricity as mentioned in Clause 11.1 above, and any other amounts payable under this Agreement, NDMC shall not be entitled to any further or other compensation, fee, charges, reimbursements or payments whatsoever, for or in connection with the Concession and any other rights and benefits whatsoever granted by NDMC to TOWMCL under this Agreement.

12 ADDITIONAL OBLIGATIONS OF TOWMCL

In addition to and without prejudice to the other obligations of TOWMCL specified in other provisions of this Agreement, TOWMCL shall also discharge the following additional obligations:

12.1 Development of Site

TOWMCL shall, after obtaining the Vacant Possession of the Site in accordance with the provisions of Clause 4 above and subject to the other provisions of the Agreement (including but not limited to the satisfaction of the Conditions Precedent), commence development and improvement on the Site required to implement the Project and to construct the Project Facilities, including construction of internal roads at the Site, fencing, greenery etc. TOWMCL may use, free of any charge, any debris that may be available at the Site for constructing internal roads, as also the building / structures and infrastructure existing on the Site.

12.2 Financing and Implementation of the Project

- (a) Subject to Sub-clause (b) below, the Parties hereby agree that TOWMCL shall have the complete discretion to implement and finance the Project in the manner it deems fit. Without prejudice to the generality of the foregoing, TOWMCL shall have the right to implement the Project through one or more special purpose companies and induct or appoint any number of Persons as contractors, operators, partners or investors, without any restriction or condition or requirement of prior approval of NDMC. NDMC hereby further agrees that TOWMCL may carry out any work relating to the Project either itself or through any suitable Person it may appoint, without the need to obtain any approval of NDMC *provided however*, TOWMCL shall remain completely responsible to ensure that the Project Facilities comply with this Agreement;
- (b) NDMC confirms that TOWMCL has the full right and authority to borrow moneys or raise finances for the Project on terms and conditions approved by NDMC. Further, TOWMCL shall not have the right to create any charge over any Project Facilities or the land comprising the Site without the prior written approval of NDMC, which approval shall not be unreasonably withheld.

12.3 TOWMCL Undertakings

TOWMCL undertakes:

- (a) that, subject to the provisions of this Agreement and NDMC performing its obligations under this Agreement, it shall undertake to construct, erect, assemble, install and achieve mechanical completion of the Project Facilities in a manner so as to enable the mechanical completion of the entire Plant to

be achieved within twenty four (24) months from the Effective Date . No construction work shall be commenced by TOWMCL, unless it has appointed the Project Engineer as per provisions of Clause 12.10 and the Project Engineer has assumed charge;

- (b) that it shall always ensure it has the due authorization and proper legal right to use the Technology it uses for the due operation of the Plant, and
- (c) that the Project Facilities shall be operated and maintained in accordance with this Agreement and that the Plant shall, upon completion and commissioning, subject to NDMC complying with its obligations under this Agreement and the Operating Conditions for each Project Facility being satisfied, have the capacity of processing at least the Minimum MSW Quantity and a maximum capacity of processing the Maximum MSW Quantity. NDMC hereby agrees that TOWMCL may carry out the operation and maintenance of the Plant (or any part thereof) by itself or through any suitable Person it may appoint *provided however*, TOWMCL shall remain completely responsible to ensure that the Project Facilities comply with this Agreement.

12.4 Adequate Organization

TOWMCL shall, through the Term have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate for implementing the Project properly and for carrying out the purposes of this Agreement in accordance with the terms hereof.

12.5 Disposal of Residual Inter Matter

TOWMCL shall collect and transport the Residual Inert Matter from the Plant to the Landfill Site and dispose the Residual Inert Matter at the Landfill Site. All charges for handling and transportation of the Residual Inert Matter will be borne by TOWMCL.

12.6 Applicable Approvals

TOWMCL shall apply and procure all Applicable Approvals in respect of the construction, commissioning and operation of the Project Facilities *provided however*, any Applicable Approval that is to be obtained/granted by the NDMC as per Annexure VII, shall be obtained and/or granted by NDMC upon the application for the same being made in accordance with applicable law by TOWMCL and NDMC shall also provide such reasonable support and assistance that TOWMCL may require for obtaining any such approvals.

12.7 Compliance With Applicable Laws and Environment Laws

TOWMCL shall construct, operate and maintain the Plant (and each of the Project Facilities) in accordance with Applicable Laws, including but not limited to all the applicable laws relating to protection and safeguard of the environment and the laws for preventing and monitoring pollution of environment, and obtain and maintain the Applicable Approvals required for the same.

12.8 Repair and Maintenance Work of the Plant

TOWMCL shall have the right to suspend receiving and processing of MSW, if required, for undertaking maintenance or repair of any of the Project Facilities. TOWMCL shall provide NDMC of one (1) week advance notice of any repair and maintenance work of any of the Project Facilities that will result in the suspension of the operations of the Plant or a reduction in the capacity of the Plant to process the MSW being supplied by NDMC.

The Parties hereby agree that, except for shut down due to Force Majeure, the maximum number of days that the Plant will be permitted to be shut down for repair and maintenance work in a calendar year, without attracting default provisions shall be limited to an aggregate of forty five (30) days.

12.9 No Breach of Obligations in Certain Circumstances

TOWMCL shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (i) Force Majeure Event, subject to the provision of Clause 22, or
- (ii) NDMC Event of Default as under Clause 17.1 (b), or
- (iii) Compliance with the instructions of NDMC or the directions of any government agency/competent authority, or
- (iv) Closure of the Project Facilities or part thereof as permitted under this Agreement or otherwise with the approval of the NDMC, or
- (v) Closure of the Landfill Site or any interference with the right of TOWMCL to dispose the Residual Inert Matter at the Landfill Site, or
- (vi) Concession agreement with MCD

12.10 Project Engineer of TOWMCL

- a) TOWMCL shall within six (6) months from the date hereof, appoint a suitable person to act as the Project Engineer for supervision and monitoring of the construction and operation of the Plant. The Project Engineer shall also be responsible for maintaining proper coordination and exchange of information with the NDMC representative.
- b) TOWMCL shall be fully entitled to remove and replace the Project Engineer, if so deemed expedient by TOWMCL.
- c) TOWMCL alone shall be responsible for payment of the salary and/or fees and other benefits, expenses payable to the Project Engineer.

12.11 Processing of MSW

- (a) TOWMCL hereby assures NDMC that, from the Date of Commissioning and subject to the provisions of this Agreement and delivery of the required MSW by NDMC, the Plant shall be able to accept for processing a minimum of [1400] tons of NDMC MSW per week ("**Minimum Guaranteed Quantity**"). At the end of each week, after the Date of Commissioning, TOWMCL shall submit a report to NDMC providing the

calculation of the quantity of NDMC MSW that had been delivered by NDMC and the quantity of MSW that had been accepted by the Plant during the relevant immediately preceding week.

- (b) In the event the Plant has not been able to accept MSW equivalent to the Minimum Guaranteed Quantity, TOWMCL shall pay NDMC, as due compensation for such default, an amount that shall be the higher of:
- (i) any Tipping Fee that the NDMC had to bear in order to dispose of the Unaccepted Quantity, or
 - (ii) an amount of Rupees One Hundred (Rs 100/-) per ton of Unaccepted Quantity. This amount of Rs. 100 per ton shall be increased at the rate of 5% per annum from the Date of Commissioning of Plant.

For the purposes of this Clause 12.11(b):

“Unaccepted Quantity” means the difference between the Minimum Guaranteed Quantity and the actual quantity accepted by the Plant in the relevant week, *subject to the condition* that the NDMC has been able to supply acceptable MSW equivalent to Minimum Guaranteed Quantity over the week. MSW.

“Tipping Fee” means any fees or charges payable by NDMC to any Person including MCD, to dispose off its Municipal Waste/Rejected Waste/Residual Inert Matter at the Landfill Site of the concerned Person.

12.12 Compliance to Environmental Laws

TOWMCL undertakes to establish a fully equipped laboratory to monitor the quality of water, air, soil and impact of the project on the same, and would among other staff, employ a Chemist/Bio-Chemist with Post-Graduate in Analytical Chemistry, Environment Chemistry, Bio-Chemistry/Bio-Science/Bio-Technology/Soil Science.

12.13 Representation of NDMC on Board of Directors of TOWMCL

The Parties hereby agree that the Chairperson of the NDMC or any other person nominated by NDMC shall be an ex-officio member of the Board of Directors of TOWMCL and any special purpose vehicle(s) established by TOWMCL to undertake the Project. TOWMCL shall ensure that it provides for and appoints the Municipal Commissioner of the NDMC as a Director on the Board of Directors of TOWMCL as well as any special purpose vehicle(s).

12.14 Digitized Map of City

The Parties hereby agree that in order to monitor the growth of the city of Delhi and its population in a viable and regular manner that would enable estimation of the growing requirements for management and disposal of MSW, TOWMCL shall maintain a digitized map of the city of Delhi and update it at the end of each calendar year.

TOWMCL shall submit an annual report to the Board on its observations of the estimated growth of MSW generation over the preceding year based on the digital map that it maintains.

12.16 Web Site

TOWMCL shall maintain a web site that provides a detail of the Plant and the processes that it operates in such reasonable detail as would enable awareness about the Plant operations to any person accessing the web site. Without prejudice to the generality of the foregoing, TOWMCL shall provide, on its website, details of the quantity of liquid, solid and gaseous material discharged from the Plant and update the information as to these quantities on a weekly basis.

12.17 Implementation Plan

TOWMCL shall ensure that it undertakes the construction and commissioning of the Plant in accordance with the implementation plan annexed hereto as Schedule VI to this Agreement.

13 ADDITIONAL OBLIGATIONS OF NDMC

Without prejudice and in addition to the other obligations of NDMC specified in this Agreement, NDMC shall have the following additional obligations to enable the due implementation of the Project by TOWMCL:

13.1 *Disposal of Waste During Plant Shutdown*

It is hereby agreed that such quantity of MSW that cannot be accepted by TOWMCL for processing in the Plant because of shut down of the Plant in accordance with Clause 12.8 for repair and maintenance or upon the occurrence of Force Majeure Event, shall be disposed by NDMC, at its own cost, directly at the Landfill Site or at such other location or in such other manner as may be deemed appropriate by NDMC.

13.2 *Applicable Approvals*

- (a) NDMC, shall facilitate TOWMCL in procuring all Applicable Approvals (refer Annexure VII) and provide all co-ordination with various State and other concerned authorities and agencies and all other assistance and facilities (including for supply of utilities like water and electricity required during construction and maintenance of the Plant) as envisaged herein, free of any cost (except as otherwise expressly provided herein), as required and needed for the implementation of the Project and for the purposes of this Agreement. NDMC shall, without prejudice to the generality of the foregoing, extend all required assistance to TOWMCL in getting permission from any agencies/ authorities to establish and maintain water and electricity installations and lines as also distribution lines for RDF generated power and steam, on and through their land.
- (b) Without prejudice to the generality of Clause 13.2(a) above, NDMC shall:
 - (i) recommend and forward to the relevant authority/ministry/department, any application of TOWMCL to obtain any Applicable Approval,

- (ii) co-ordinate the grant of the Applicable Approval with the relevant authority/ministry/department and assist TOWMCL in getting necessary clearances from the relevant authorities / ministry/departments.
- (iii) ensure that the building plans for the Project Facilities at Site are duly and expeditiously approved by the concerned authorities of NDMC (if applicable) under the Act / building by-laws / other relevant by-laws or regulations.

It should however be noted that in case the Project is not granted one or more Approvals in spite of NDMC providing all necessary support, it shall not be considered as NDMC's Event of Default.

13.3 Benefits to Project to Accrue Directly to TOWMCL

NDMC hereby agrees that if there is any financial or tax benefits or otherwise in respect or on account of the Project (including but not limited to viability gap funding, grants, carbon credits, tax benefits, etc.), they shall accrue directly and exclusively to TOWMCL alone and not to NDMC and NDMC hereby undertakes that it shall not claim or file and application claiming such benefits to the prejudice of TOWMCL. NDMC agrees to facilitate the grant or receipt of all such benefits by TOWMCL, whether on its own behalf or on behalf of NDMC and for the purpose to give all needed recommendations, no-objections, authorizations etc. However, NDMC shall not be liable to bear any cost on account of any and/or all benefits. It may however be noted that revenue from Carbon Credits, if any, shall be dealt with as per directions of Delhi Electricity Regulatory Commission (DERC). **If DERC does not give any directions about Carbon Credits, the revenue from Carbon Credits shall be distributed between MCD/NDMC and TOWMCL in ratio of 75:25 that is 75% to MCD/NDMC and 25% to TOWMCL.** The distribution of revenue from Carbon Credits between MCD and NDMC shall be done in the same ratio as of MSW delivered by each. The revenue of Carbon Credits to be distributed shall be determined after deducting from revenues from Carbon Credits, actual expenses incurred by TOWMCL in obtaining the Carbon Credits.

13.4 NDMC Assistance in Enabling Financing

NDMC hereby agrees that it shall enter into such agreements on mutually acceptable terms and conditions as may be reasonably required by the Lenders in order to enable the financing of the Project. NDMC acknowledges that under the Financing Documents the Lenders may, in certain events, take over the Plant for management or for sale or provide for transfer of the Plant to another Person. NDMC hereby agrees to enter into, subject to the approval of the Government of the National Capital Territory of Delhi and Government of India (as applicable), any direct agreement with the Lenders, as may be required by the Lenders to enable financing of the Project. NDMC agrees, for the purposes of the Financing Documents, to intimate to the Lenders by such notice as required under the Financing Documents:

- (a) of the happening or likely happening of an Event of Default on the part of NDMC or TOWMCL;
- (b) of the termination of this Agreement by NDMC or by TOWMCL;
- (c) of the occurrence, continuance and cessation of any force majeure cause;
- (d) of any other breach or default on the part of TOWMCL under this Agreement,

It is hereby clarified that no financial obligations will be undertaken by NDMC or be sought to be imposed on NDMC in providing assistance under this Clause 13.4.

13.5 NDMC Liaison Officer

NDMC shall, within fifteen (15) days from the date hereof, appoint one of its officers to act as (and herein also referred to) as NDMC Liaison Officer to provide liaison and coordination with the Project Engineer in the implementation of the Project. The NDMC officer who shall act as the NDMC Liaison Officer can be changed by NDMC from time to time and shall be notified in writing by NDMC one week in advance to TOWMCL.

14 TAXES ON PROJECT FACILITIES

Having regard to the nature and importance of the Project aimed at reducing environmental pollution and being implemented in said discharge of the statutory liabilities and social responsibility of NDMC, it is agreed that NDMC shall reasonably support TOWMCL in seeking any exemptions from MCD from the levy, assessment and payment of taxes, levies, property tax, etc. in respect of the Project Facilities from the Effective Date until expiry of the Term. It is hereby clarified that no financial obligations will be undertaken by NDMC or be sought to be imposed on NDMC in providing assistance under this Clause 14 and also that NDMC is not bound to ensure that TOWMCL gets such exemptions.

15 COVENANT OF NON-INTERFERENCE

15.1 Non Interference By NDMC

- (a) NDMC covenants with TOWMCL that NDMC or any of its officers, employees or workmen shall not, at any time, during the Term of this Agreement interfere with or obstruct in the functioning, running and the overall management of the Project and in any matter in relation to or connected therewith, subject to the provisions of this Agreement.
- (b) NDMC shall have no right, title or interest to the technology that would be used by TOWMCL in the development, operation and maintenance of the Project Facilities. NDMC agrees that any technology that may be employed by TOWMCL in the development, operation and maintenance of the Project Facilities would be proprietary technology obtained under specific license and NDMC hereby undertakes that it shall not violate or cause a breach of the license arrangements of TOWMCL for appropriate technology.

15.2 Site Visits By NDMC

NDMC shall have the right to send its duly authorized representatives to visit the Site, during normal working hours after providing at least one hour notice, *provided however*, the representatives of NDMC shall not interfere with or prevent TOWMCL officials from discharging their functions and further the NDMC representatives shall not cause the suspension of the operations of the Plant and will abide by the safety

and other regulations (including but not limited to regulations limiting movement of personnel) put in place by TOWMCL at the Site.

16 INSURANCE

16.1 *TOWMCL Obligation*

TOWMCL shall at its cost and expense, obtain and maintain, during the Term, all such insurances (in addition to those mandated by Applicable Laws or required by the Lenders) as may be required by NDMC and the Lenders in the joint names of TOWMCL and the NDMC.

16.2 *Insurance Proceeds*

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by TOWMCL towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. TOWMCL may designate NDMC and the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project.

16.3 *No Breach of Insurance Obligation*

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, TOWMCL shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

17 EVENTS OF DEFAULT AND TERMINATION

17.1 *Events of Default*

Events of Default shall mean either TOWMCL Event of Default or NDMC Event of Default or both as the context may admit or require.

(a) TOWMCL Event of Default

Any of the following events shall constitute an Event of Default by TOWMCL ("**TOWMCL Event of Default**") unless such event has occurred as a result of one or more reasons set out in Clause 12.9:

- (i) TOWMCL has failed to achieve Date of Commissioning beyond 90 days of the expiry Commissioning Period.
- (ii) TOWMCL has failed to make any payments due to NDMC and more than 30 days have elapsed since such payment default:
- (iii) TOWMCL is in Material Breach of any of its obligations under this Agreement and such breach, if capable of being remedied, has not been remedied for more than 60 days:

- (iv) A resolution for voluntary winding up has been passed by the shareholders of TOWMCL
- (v) Any petition for winding up of TOWMCL has been admitted and liquidator or provisional liquidator has been appointed or TOWMCL has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of TOWMCL under this Agreement.

(b) NDMC Event of Default

Any of the following events shall constitute an event of default by NDMC ("**NDMC Event of Default**") when not caused by a TOWMCL Event of Default or Force Majeure Event:

- (i) NDMC has failed to pay compensation to TOWMCL as per provisions of Clause 7.7 for a period of 2 months.
- (ii) NDMC is in Material Breach of any of its obligations under this Agreement that are more specifically mentioned in Clause 2 and Clause 13, and has failed to cure such breach within (sixty) days of receipt of notice thereof issued by the TOWMCL
- (iii) NDMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement:

17.2 Termination due to Event of Default

Termination for TOWMCL Event of Default

- (i) Without prejudice to any other right or remedy which NDMC may have in respect thereof under this Agreement and subject to the existing rights of the Lenders (including the rights under Clause 18.1), upon the occurrence of a TOWMCL Event of Default, NDMC shall be entitled to terminate this Agreement in the manner as set out under Clause 17.2(a)(ii) and Clause 17.2(a)(iii),
- (ii) If NDMC decides to terminate this Agreement pursuant to preceding Sub-Clause (i), it shall in the first instance issue Preliminary Notice to TOWMCL. Within thirty (30) days of receipt of the Preliminary Notice, TOWMCL shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default ("**TOWMCL's Proposal to Rectify**"). In case of non-submission of TOWMCL's Proposal of Rectify within the said period of 30 days. NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, if subsisting.
- (iii) If the TOWMCL's Proposal to Rectify is submitted within the period stipulate therefore, TOWMCL shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however TOWMCL fails to remedy/cure the underlying Event of Default within such further period allowed NDMC shall be entitled to terminate this Agreement, subject always to the provisions of Clause 18, by issue of Termination Notice, if subsisting.

(b) Termination for NDMC Event of Default

- (i) Without prejudice to any other right or remedy which TOWMCL may have in respect thereof under this Agreement and subject to the rights of the Lenders, upon the occurrence of NDMC Event of Default, TOWMCL shall be entitled to terminate this Agreement by issuing Termination Notice.

- (ii) If TOWMCL decides to terminate this Agreement pursuant to preceding Sub-Clause (i) it shall in the first instance issue Preliminary Notice to NDMC. Within 30 days of receipt of Preliminary Notice. NDMC shall forward to TOWMCL its proposal to remedy / cure the underlying Event of Default (the "**NDMC Proposal to Rectify**"). In case of non-submission of NDMC Proposal to Rectify within the period stipulated therefor, TOWMCL shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If NDMC Proposal to Rectify is forwarded to the TOWMCL within the period stipulated thereof, NDMC shall have further period of 30 days to remedy / cure the underlying Event of Default within such further period allowed, the TOWMCL shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Sub-Clause (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and
- (iv) any other relevant information.

The Parties hereby agree that any Termination Notice shall also be sent to all Lenders by registered post/courier and a public notice of default of the TOWMCL/NDMC in leading daily newspaper (of both English and the prevalent local language) of the city.

(d) Obligation of Parties upon receipt of Termination Notice

Following issue of Termination Notice by either Party, the Parties shall, subject to the provision of the Financing Documents and the rights of the Lenders provided therein, promptly take all such steps as may be necessary or required to ensure that:

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities.
- (ii) the Termination Payment, if any, payable by NDMC in accordance with the following sub-clause (f) if paid to TOWMCL on the Termination Date and
- (iii) the Project Facilities are handed back to NDMC by TOWMCL on the Termination Date free from any Encumbrance along with any payment that may be due by TOWMCL to NDMC.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(f) Termination Payments

1. Upon Termination of this Agreement on account of NDMC Event of Default, TOWMCL shall be entitled to the following termination payments:
 - (a) if the Termination occurs prior to the COD, then NDMC shall pay TOWMCL Termination Payment equivalent to the aggregate Development Costs incurred by TOWMCL and
 - (b) if the Termination occurs after COD, then NDMC shall pay TOWMCL as Termination Payment, a sum equal to:
 - i. the total Debt Due, plus
 - ii. 150%(One Hundred Fifty percent) of the Equity subscribed in cash and actually spent on the Project if such Termination occurs at any time during three years commencing from the COD and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced by 7.5%(seven and half percent) per annum

2. Upon Termination of this Agreement on account of TOWMCL Event of Default NDMC shall not be liable to pay any termination payment to TOWMCL, but shall be liable to ensure that the Lenders are duly notified of the Preliminary Termination Notice and the Termination Notice and are involved in the resolution of the TOWMCL Event of Default and are given due notice and opportunity to exercise their rights pursuant to the Financing Documents and Clause 18 below. In the event of an issuance of a Preliminary Termination Notice on account of TOWMCL Event of Default, if the TOWMCL Event of Default is not cured and the Lenders fail to exercise or enforce or commence proceedings for the exercise or enforcement of their rights (including security rights and Step-in Rights) pursuant to the relevant Financing Documents and Clause 18 below, NDMC shall have the right to Terminate this Agreement and take over the Project Facilities without having the obligation to make any payments to either TOWMCL or the Lenders and TOWMCL shall be obligated to transfer the Project Facilities together with the Encumbrances created in favour of the Lenders under the Financing Agreements, in accordance with the provisions of Clause 18 and 19 below *provided however*, this shall not prejudice any right to receive payment from NDMC that may have accrued to TOWMCL prior to the Termination. However, upon such Termination due to TOWMCL Event of Default and in case Lenders do not exercise their right to Substitute and decide to enforce security and encumbrances as per provisions of Clause 19, the proceeds from the sale of Project Facilities shall be first used to cover Lenders dues. Any amount remaining after satisfying Lenders dues shall be equally distributed to MCD and NDMC, as compensation from TOWMCL.

17.3 Rights of NDMC on Termination

Subject to the provisions of Clause 18, upon Termination of this Agreement and after TOWMCL has received all the payments due from NDMC under this Agreement, NDMC shall have the power and authority to:

- (i) enter upon and take possession and control of the Project Facilities.

- (ii) prohibit TOWMCL and any person claiming through or under TOWMCL from entering upon / dealing with the Project Facilities:

17.4 *Accrued Rights of Parties*

Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

18 STEP IN RIGHTS

18.1 *Lender's Step In Right*

The Parties agree that, notwithstanding anything to the contrary hereinabove contained, before NDMC can terminate this Agreement for a TOWMCL Event of Default, it shall provide a copy of the Preliminary Notice to the Lenders of TOWMCL and the Lenders shall, in addition to any other rights and security rights that the Lenders may have under the Financing Documents including but not limited to the right to take over share capital of NDWCPL, take over and change the management of NDWCPL and to take over the Plant, have the right to appoint a substitute entity to take over the Project Facilities and the implementation of the Project under this Agreement *provided however*, that the Lenders shall exercise this right or commence proceedings to exercise their rights, within a period of thirty (30) days from the receipt of Preliminary Notice. In the event the Lenders do not appoint a substitute entity, within a period of 3 months commencing from the expiry of 30 days from the receipt of Preliminary Notice, which may be extended for upto another 3 months by NDMC at the request of the Lenders. In the event the Lenders are not in a position to identify and appoint a substitute entity within the aforesaid period of 3 months or any extension thereof, and NDMC also does not proposes to take over the Plant, then the Lenders shall ensure that, then they enforce and satisfy their security charges and other Encumbrances (including but not limited to by auctioning the secured assets of the Plant excluding the land granted to TOWMCL by NDMC) that they may have over the Plant and provide the Vacant Possession of the Site to the NDMC, in accordance with Clause 19 below.

NDMC shall, in the event such a substitute entity is notified by the Lenders, not terminate this Agreement and will transfer this Agreement to such substitute entity and the substitute entity shall thereafter implement the Project *provided however*, the Lenders shall have no obligation to appoint a substitute entity and shall not in any manner be liable or responsible for the TOWMCL Event of Default.

18.2 *Termination Subject to Lender's Rights*

NDMC hereby agrees that its right to terminate this Agreement and obtain possession of the Project Facilities shall always be subject to the rights of the Lenders and any Encumbrances created in favor of the Lenders under the Financing Documents and any agreement entered into by NDMC directly with the Lenders pursuant to Clause 13.4

19. TRANSFER AND HANDBACK OF PROJECT FACILITIES

Upon the completion and expiry of the Term of this Agreement or early Termination of this Agreement, TOWMCL shall, after receiving all payments due from NDMC under this Agreement, either:

- (i) transfer, to NDMC, the Plant at Okhla (together with the Project Facilities) and the Site, in a condition as may be mutually agreed to between the Parties, together with the right, title and interest of TOWMCL,
- (ii) in the event NDMC does not want to take over the Plant, TOWMCL (or the Lenders, as the case may be) shall hand back Vacant Possession of the Site, free from all physical structures of the Plant, to NDMC, without any additional compensation whatsoever.

In order to enable TOWMCL (or the Lenders, as the case may be) to deliver Vacant Possession of the Site free from all physical structures of the Plant, an additional period of six (6) months from the expiry or early termination of the Term of this Agreement shall be provided.

It is to be noted that on expiry of the Term of this Agreement, if NDMC wants the Plant, then the Payments to be made by NDMC to TOWMCL will be equal to "Book Value" of the Project facilities. In any case, before Handback of Project facilities. TOWMCL will execute all such documents and writings as required for transfer of Project to NDMC *provided however*, in the event of early termination, if NDMC wants the Plant, then the transfer of the Plant (including the Project Facilities) shall occur together with any Encumbrances created in favour of the Lenders under the relevant Financing Documents. TOWMCL will also execute all such documents and writings as required in that behalf. TOWMCL will also transfer / endorse all licenses, permissions, permits or consents then existing in respect of the Project Facilities to NDMC or issue the necessary no objections in that regard or surrender such licenses, permissions etc. in favour of NDMC.

For the sake of clarity, upon handback of Project by TOWMCL to NDMC, the employees of TOWMCL remain to be employees of TOWMCL only. NDMC shall not be responsible for taking over the management and control of TOWMCL and any acts and deeds of TOWMCL in relation to the Project or otherwise.

In the event NDMC is taking over the Plant instead of insisting of delivery of Vacant Possession of the Site, it will, if necessary, have to enter into suitable agreements with the owners of the technology being used in the Project Facilities for directly obtaining any necessary licence and right on non-exclusive and non-transferable basis, to continue to use the relevant technology only for the purposes of operation and maintenance of the Plant.

For the purpose of this Clause 19, "Book Value" is the value net of depreciation computed on straight-line basis as per the rates specified in Companies Act, 1956.

20. LIMITATION OF LIABILITY

- (a) NDMC shall not be directly or indirectly liable for any claims, liability, costs, expenses, damages and losses that may be sought by any third party in relation to any default in the operation and maintenance of the Project Facilities and TOWMCL shall maintain suitable insurance against potential third party liability arising in relation to the operation and maintenance of the Plant.

- (b) NDMC hereby agrees that TOWMCL shall not have any liability (monetary or otherwise) for an NDMC Event of Default other than the obligation to transfer the Project Facilities to NDMC in accordance with the provisions of this Agreement, in the event of termination.
- (c) NDMC hereby agrees that it is the owner of the lands constituting the Site and further that NDMC desires the construction, operation and maintenance of the Project Facilities and the Plant thereon for the purposes of enabling the management, storage, processing and disposal of Municipal Waste. Consequently, NDMC hereby agrees to indemnify and hold TOWMCL harmless against any claims, liability, costs, expenses, damages and losses that TOWMCL may incur as a result of any claim, litigation, action instituted by any third party against the use of the Site for the purposes of the development, construction, operation and maintenance of any one or more of the Project Facilities or the Plant.

21 **ARBITRATION**

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Delhi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the Parties. Each Party shall bear its own cost of the arbitration provided however, the Parties can claim costs as part of the relief sought from the arbitration tribunal.

22 **FORCE MAJEURE AND CHANGE IN LAW**

22.1 *Force Majeure Event*

Any event lying beyond the reasonable control of a Party and not brought about at the instance of the Party claiming to be affected by such event ("**Affected Party**") which the Affected Party could not prevent or overcome despite having exercised due care and diligence and which results in a Material Adverse Effect shall constitute a Force Majeure Event. Such events include any or all of Non Political Event, Indirect Political Event and/or Political Event as defined below, provided they fulfill the requirements stated in the preceding sentence, shall include, but not be limited to the following:

- (a) earthquake, flood, inundation and landslide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances
- (c) fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- (d) acts of terrorism;
- (e) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- (f) break down of the Plant or any part thereof
- (g) action of a Government Agency having Material Adverse Effect including by not limited to

- (i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of TOWMCL's rights in relation to the Project.
- (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against TOWMCL or any contractor appointed by TOWMCL for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by TOWMCL.
- (iii) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than TOWMCL's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which TOWMCL or its contractor as the case may be is bound

War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

Provided that NDMC's inability to supply MSW wholly or in part from the aforementioned NDMC Supply Area shall not constitute a Force Majeure Event.

22.2 Notice of Force Majeure Event

- (a) A soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party and also the Project Engineer and the NDMC representative of the same setting out, inter alia, the following in reasonable detail:
 - (i) the nature and extent of the Force Majeure Event;
 - (ii) the estimated duration of the Force Majeure Event;
 - (iii) the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (iv) the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
 - (v) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- (b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding sub-clause (a), the Parties shall alongwith the Project Engineer and the NDMC representative meet, hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities in order to:
 - (i) assess the impact of the underlying Force Majeure Event.
 - (ii) to determine the likely duration of Force Majeure Period and
 - (iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

- (c) The Affected Party shall during the Force Majeure Period provide to the other Party and the Project engineer/ NDMC representative regular (not less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.

22.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) due notice of the Force Majeure Event has been given as required by the preceding Clause 22.2;
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project engineer and NDMC representative written notice to that effect and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay for resuming such performance;
- (e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- (f) any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

22.4 Termination due to Force Majeure Event

(a) Termination

If a Force Majeure Event, excluding events described under Clauses 22.1(g), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

(b) Termination Notice

If either Party having entitled to do so, decides to terminate this Agreement pursuant to the preceding sub-clause 22.4(a), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Force Majeure Event;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) the Payment, if any, payable by NDMC in accordance with the terms of this Agreement paid to TOWMCL on the Termination Date and
- (ii) TOWMCL receives the Insurance proceeds in accordance with the following Clause (d) on or before the Termination Date and
- (iii) the Project Facilities are handed over to NDMC by TOWMCL on the Termination Date free from all Encumbrance in accordance with provisions of the Clause 19, to the extent applicable.

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, NDMC shall not be liable to pay to any Termination Payments to TOWMCL. All Termination Payments shall be as made good by Insurance only under the provisions of Insurance obligations of TOWMCL.

22.5 Liability for other losses, damages etc.

Save and except as expressly provided in this Clause 22, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

22.6 Change in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the date of execution of this Agreement:
 - (i) The enactment of any new Indian law;
 - (ii) The repeal, modification or re-enactment of any existing Indian law
 - (iii) A change in the interpretation or application of any Indian law by a court of record
 - (iv) Any order, decision or direction of a court of record *except for any order by the Supreme Court of India in WP no. 888/1996.*

Provided that Change in Law shall not include:

- (1) Coming into effect, after the Appointed Date, of any provision or statute, which is already in place as of the date of execution of this Agreement,
- (2) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
- (3) Any change in the rates of the Taxes.
- (4) any order of the Supreme Court of India in WP no. 888/1996

The Parties hereby agree that all costs and expenses that NDMC may have to incur in participating in and attending to the proceedings before the Supreme Court of India in WP no. 888/1996 (such as advocates fee, court fee etc.) shall be incurred by TOWMCL.

- (b) Subject to Change in Law resulting in any obligation on part of NDMC that NDMC is unable to meet and it results in Material Adverse Effect and subject to TOWMCL taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, TOWMCL is obliged to incur Additional Costs, and NDMC shall either:
 - (i) subsequently reimburse to the TOWMCL 100 % of such Additional Costs, in accordance with this Clause 22.6 or
 - (ii) agree to amend this Agreement as per the proposals of TOWMCL in order to make the continued implementation of the Project viable, *provided* such Additional Cost is not less than five percent of the then applicable cost of the Project, as certified by the statutory auditor of TOWMCL.
- (c) Upon occurrence of a Change in Law resulting in any additional obligation on part of NDMC, TOWMCL may, notify NDMC of the following:
 - (i) The nature and the impact of Change in Law on the Project
 - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by TOWMCL on account of Change in Law
 - (iii) The measures, which TOWMCL has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost
 - (iv) The relief sought by TOWMCL
- (d) Upon receipt of the notice of Change in Law issued by TOWMCL pursuant to preceding sub-clause, NDMC and TOWMCL shall hold discussions and take all such steps as may be necessary including determination/certification by a duly qualified independent person who is acceptable to both NDMC and TOWMCL, of the quantum of the Additional Cost to be borne and paid by NDMC.
- (e) NDMC shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to TOWMCL in the manner as mutually agreed upon by the Parties.

23 JURISDICTION

Subject to Clause 21, only the courts in Delhi shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

24 NO WAIVER OF RIGHTS AND CLAIMS

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a Party.

25 SCHEDULES AND ANNEXURES

All schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement.

26 SUPERCESSION OF EARLIER AGREEMENTS

This Agreement represents the entire Agreement between NDMC and TOWMCL and all agreements, correspondence, notes or any other document submitted or understandings made or reached by and between the parties inter se in respect of the subject matter of these presents prior to the date hereof shall be deemed to have been superceded and revoked on the execution of this Agreement.

27 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of Term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the parties at their respective addresses set forth below:

If to NDMC:

New Delhi Municipal Council, (Attn:[])

If to TOWMCL:

TIMARPUR-OKHLA Waste Management Company Limited, (Attn: [])

or at such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

All notices under this Agreement shall be in English.

28 LEGAL CHARGES

The prescribed legal charges for execution of this Agreement and such other agreements as are contemplated hereinabove shall be borne by TOWMCL.

29 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

30 ASSIGNMENT

- (a) Subject to sub-clause (b) and (c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- (b) It is hereby specifically agreed that TOWMCL shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Plant and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favour of such subsidiary company of TOWMCL or any of its holding company for the time being. TOWMCL, shall, however, in such event obtain formal consent from NDMC, which consent shall be provided within a period of thirty days and in the event NDMC does not provide its consent or has not communicated in writing its specific concerns in giving such consent within the said period of thirty days, it shall be deemed to have provided its consent to such transfer. Any assignment by TOWMCL shall be subject to the condition that the assignee shall assume the duties and liabilities of TOWMCL. Notwithstanding anything to the contrary in the event NDMC declines to approve the assignment by TOWMCL then such proposed assignment by TOWMCL would be void and invalid.
- (c) NDMC hereby agrees that TOWMCL shall not require any prior approval of NDMC for creating any Encumbrance, right, title, or interest over the Site and the Project Facilities and the other assets of the Project, in favour of the Lenders only for the purposes of carrying out the obligations under this Agreement.
- (d) NDMC confirms that (i) the Financing Documents may include suitable rights in favour of the lenders for taking over the Project Facilities for management or for sale, in enforcement of their security upon the happening of an event of default thereunder on the part of TOWMCL, and (ii) the Financing Documents may inter alia include the stipulations limiting the rights of NDMC to terminate this Agreement.

31 NO PARTNERSHIP

Nothing herein contained shall be construed to constitute a partnership between NDMC and TOWMCL, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

32 SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

33 REPRESENTATION AND WARRANTIES

33.1 *Representation and Warranties of NDMC*

NDMC hereby represents, assures, confirms and undertakes to TOWMCL as follows:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement
- (c) Nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law;

33.2 *Representation and Warranties of TOWMCL*

TOWMCL hereby represents, assures, confirms and undertakes to NDMC as follows:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement
- (c) Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law;

34. COMMERCIAL AGREEMENT

NDMC hereby recognizes that this is a commercial act being undertaken by NDMC and that it hereby unconditionally and irrevocably: (i) waives any right of immunity, sovereign or otherwise and (ii) agrees that should any proceedings be brought against it or its assets in relation to this Agreement or any transaction contemplated by this Agreement no immunity, sovereign or otherwise, from such proceedings, execution, attachment or

other legal process shall be claimed by or in behalf of itself or with respect to any of its assets.

IN WITNESS WHEREOF the parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY:
FOR NEW DELHI MUNICIPAL COUNCIL
(Chairperson of NDMC)

Duly authorized by the []
Vide resolution no.....dated.....

(Signature)
IN PRESENCE OF

(Signature)
NAME:
ADDRESS:
FOR TIMARPUR-OKHLA Waste Management Company Private Limited
(Director)
(Duly authorized by the resolution of the Board of Directors passed at its meeting held on _____)

(Signature)
IN PRESENCE OF

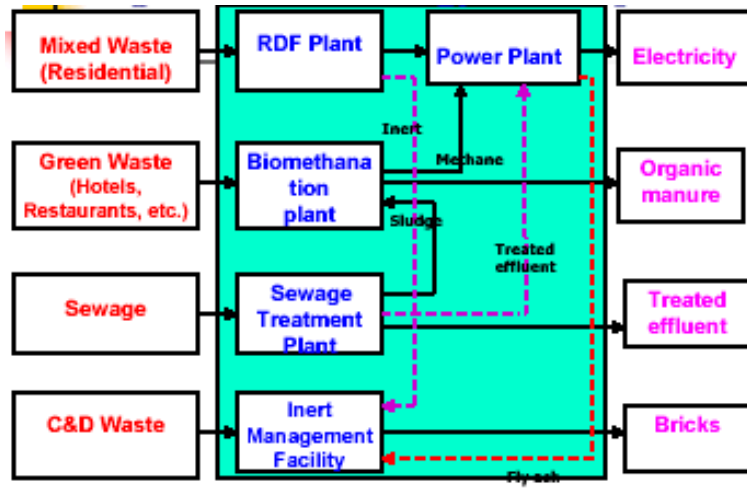
NAME:
ADDRESS:

SCHEDULE I: [Site Plan and Maps of Site]

(Clauses: definition of "Approach Road", "Landfill Site", "Site", 3.1(g))

SCHEDULE II: [Flow Diagram of Plant]

[Clause 2.3]



SCHEDULE III: (Description of Site)

[Definition of "Site"]

All that piece and parcel of urban land admeasuring _____ Acres being a portion of the Landfill Site bearing Municipal Numbers _____ situate at _____ Okhla, New Delhi _____ bounded as under

On or towards the North:

On or towards the East:

On or towards the South:

On or towards the West

SCHEDULE IV: MSW SUPPLY AREA

[Definition of "NDMC Supply Area"]

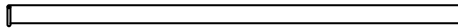
SCHEDULE V: LAND LICENCE AGREEMENT

SCHEDULE VI: IMPLEMENTATION PLAN

SCHEDULE VII: APPLICABLE APPROVALS

[Clause 13.2]

S.No	Name of clearance	Responsibility
1	Authorization from DPCC (Form-I application as per MSW handling rules 2000)	NDMC with assistance from TOWMCL
2	Delhi Jal board for potable and service water and treated sewage	TOWMCL with support from NDMC
3	Pollution clearance from DPCC for consent to establish and operate the plant	TOWMCL with support from NDMC
4	Clearance under EIA	TOWMCL with support from NDMC
5	Civil aviation clearance for stack height	TOWMCL with support from NDMC
6	Power evacuation & Tariff	TOWMCL with support from NDMC



ITEM NO. 15 (B-7)

Name of Work: Providing Electric Connection to J.J.Clusters in NDMC area.

SH: **Providing, Fixing, Laying, testing and commissioning of Sub-mains, junction box and cut out for releasing Electric Connections to J.J. Clusters in NDMC area.**

Name of Deptt: Electricity Department.

Brief History of the Project:

Presently, the J.J.Clusters in N.D.M.C area have not been provided with the Electric connections as such in order to provide temporary Electric connection to Jhuggie dweller in the J.J.Clusters existing in NDMC area, the council vide its Reso No. 11(B-8) dated 28.9.05 approved an estimate amounting to Rs. 2.25 Crore.

Detailed: Proposal of the Project

As per the proposal contained in the detailed estimate bearing ref. no. E-53/2005/EE (P), the electrical connections are to be provided to individual jhuggie dweller by erection of temporary over head lines/sub- Mains in J.J.Clusters on wooden ballies connected to the nearby Electrical Distribution network. In order to strengthen the existing Electrical distribution net work of the area and to meet the addl. Load of the J.J. clusters, provision of L.T.cables of appropriate size have been kept in the estimate. After the laying of L.T. cables and erection of overhead lines/sub-main, electric connections shall be released by the concerned distribution divisions to the individual Jhuggie dweller who completes the required formalities.

Financial Implication of the proposed Project/Subject.

The tender amount of the lowest tenderer i.e. M/s. Goel Electric Works after negotiation works out to Rs. 60, 56,325/- (Rupees sixty Lacs fifty six thousand three hundred twenty five only). The necessary Funds are available to meet expenditure of the work during the current financial year. Budget provisions of Rs 75 Lacs (Rupees Seventy Five Lacs only) exist in the budge book 2007-08 under the head D-4-11"Environmental Improvement in J.J.Clusters during the year 2007-08"on page no. 63.

Implementation Schedule of the proposed project.

After approval of the Council, the letter of award shall be issued to the Contractor as per the following details: - Stipulated date of start: 17.5.07 (Tentative) Stipulate date of Completion: 16.8.07

Comments of the Finance Deptt. on Subject.

The Finance Department has concurred in the proposal vide its Dy. No. 874/finance/R-Electric dated 8/5/07 for award of work subject to the following conditions: -

1. Availability of Funds.
2. Approval of Competent Authority.
3. Correctness of information and data Submitted by the department.
4. Revision of P.E. in case total expenditure on the scheme is exceeded by 10% of original P. E. amount.

Comments of the Department on Comments of Finance Deptt.

1. Sufficient Funds are available. However, in case need arises suitable provision shall be kept in R.E. 2007-08.
2. The necessary approval shall be sought from the Competent Authority to award the work.
3. Information & data submitted is correct.
4. P.E. shall be suitably revised, if the scheme is exceeded by 10% of original P. E. amount.

Legal Implications of the Project. : No legal implication is involved.

Details of the previous Council Reso. : Resolution No. 11 (B-8) dated 28.9.2005.

Comments of Law Department on the Subject: N/A

Comments of the Department on the Comments of Law Department: N/A

Recommendations : The case is placed before the Council for accepting the negotiated offer of M/s. Goel Electric Works amounting to Rs. 60,56,325/- (Rupees Sixty Lacs Fifty Six thousand three Hundred twenty five only)which is 2.33% above the justified amount of Rs 59,18,390/- for the work of Providing Electric Connection to J.J.Clusters in NDMC area on temporary basis. SH : Providing,fixing, laying, testing & Commissioning of sub-main, junction box & Cut out for releasing Electric Connection to J.J.Clusters in NDMC area, New Delhi.

COUNCIL'S DECISION

Resolved by the Council that the negotiated offer of M/s. Goel Electric Works amounting to Rs.60,56,325/- which is 2.33% above the justified amount of Rs.59,18,390/- is accepted for the work of providing Electric connection to JJ Clusters in NDMC area on temporary basis.

Further resolved by the Council that the work order be issued in anticipation of confirmation of minutes.

Further resolved by the Council that the work must be completed by June 2007.

ITEM NO. 16 (A-8)

1. **Name of the subject/project:**
Redevelopment of Connaught Place: Traffic Circulation Plan in Connaught Place.

2. **Name of the Department**
Civil Engineering Department, Project Team (Connaught Place).

3. **Brief history of the Subject/project**
 - (a) Connaught Place located in the heart of National Capital is the Central Business District and a important trade and socio cultural center of the city. Besides being a popular market area it also has numerous offices and important institutional buildings. The strategic location of Connaught Place contributes to it receiving heavy volumes of traffic throughout the day.
 - (b) The Connaught Place has become major interchange station with commissioning of both the lines of DMRC. The first line of Metro was commissioned in July 2005 and second line in December 2005. The pedestrian volume has significantly increased due to increased accessibility. There has been change in intensity and characteristics in both pedestrians and vehicular movement. New Delhi Municipal Council against this backdrop engaged RITES in March 2005 to prepare a Traffic Engineering and Management Plan for Connaught Place. M/s RITES submitted a Traffic Circulation Plan to decongest inner circle and provide adequate pedestrian facilities on account of opening of Metro Lines. This traffic circulation after detail deliberations with NDMC and Delhi Traffic Police was implemented w.e.f. 25 Jul.'06.
 - (c) The present circulation plan trial run and circulation plan approved by DUAC (sent copy not yet received) is placed at Annexure 'A' & 'B'.
 - (d) These two entry & two exit to Inner circle of Connaught Place under the New Traffic Plan recommended by RITES was initially implemented on trial basis to see the effect on the ground. It was decided that if the trial run was successful to decongest the inner circle & avoid non-destined traffic, the circulation would be on permanent basis. The petrol pump dealers of Connaught Place filed Writ Petition in Delhi High Court challenging implementation of new Traffic Circulation Plan on 25 Jul.'06.
 - (e) The Writ Petition after several hearing was listed on 27 Nov.'2006 for pronouncement of Judgment. As per Hon'ble High Court Judgment dated 27 Nov.'06 the Writ Petition has been dismissed with the directions to NDMC to

finalize the traffic circulation plan by taking into consideration all material facts including the experience gathered since 25 Jul.'06 and to follow the procedure prescribed vide section 203(2) and 207 of NDMC Act, if any public street or part of it is proposed to be closed permanently, as expeditiously as possible and within three months from 27 Nov.'06.

- (f) Subsequent to this judgment a meeting was held on 26 Dec.'06 under the Chairmanship of Joint Commissioner of Police (Traffic) where the representative of RITES was also present.
- (g) During the meeting it was decided that new Traffic Circulation Plan of Connaught Place, which was implemented w.e.f 25 Jul.'06 is working satisfactory and has also resulted in decongestion of Inner Circle, Connaught Place. It was further agreed that there is no need for reverting back to the earlier Traffic Circulation Scheme. It was also decided that normally the exit from Barakhamba Road radial is closed for traffic during non-peak hours but to cater to the emergency situations the provision of exit only shall be provided on this radial.
- (h) Since the Traffic Circulation Plan has to be finalized as per Hon'ble Court's orders within three months so decision has to be taken to close the exit/entry only from radial road no. 3,5 & 7 to the outer circle. As per the new traffic circulation plan since only entry/exit are proposed to be closed finally, the radial road will continue to carry the traffic till its exit point at the outer circle. As it is case of blocking the junction point of these three radials i.e. 3,5 & 7 with the outer circle for smooth flow of the traffic on the outer circle. The entry/exit of three radial is required to be closed as per new traffic circulation plan under section 207 of NDMC Act, 1994 for which prior sanction of council is required.
- (i) In the meantime long-term traffic circulation plan has been approved by DUAC on 5 Mar.'07 but the drawings duly approved/stamped have not been received so far. The implementation of this long-term Traffic Plan being a major part of overall redevelopment plan may take considerable period of time as Redevelopment Plan for entire Connaught Place has to be prepared and approved by DUAC. Since the redevelopment plan of Connaught Place is having other components also so it will take minimum 24 to 30 months for implementation of entire Redevelopment Plan. Till the time this plan is implemented on ground the present circulation plan in force will continue to be in operation due to the fact that it is working satisfactorily and has resulted in decongestion of inner circle as per report of the traffic police. So till the time this final circulation plan comes into force i.e. about 20-24

months from now the approval of Council has to be obtained for closure of entry & exit of three radials (3,5 &7) as per new traffic circulation plan under Section 207 of NDMC Act 1994.

- (j) The Petrol Pump Dealers have also filed a contempt petition No. 227 of 2007 against Chairperson & Project Leader. The next date of hearing is 17 July'07 in Delhi High court. The contempt petition is against in implementation of Hon'ble High Court order dated 27 Nov.'06 so there is urgency to approve the Agenda by the Council for closure of exit from outer from Radial road No. 3,5,7.

4. Detailed proposals of case

- (a) The salient features of traffic circulation plan recommended by RITES and approved by NDMC and Delhi Traffic Police are as follows:-

Arrangement before implementation of revised traffic plan

No. of Radials = 07
Closed due to Metro Work = 01
(Radial No. 3)

Entry to Inner circle = 03
(Radial No. 1, 4 & 6)

Exit from Inner circle = 03
(Radial no. 2, 5 & 7)

Revised Traffic Circulation Plan (Implemented w.e.f 25.07.06)

No. of Radials = 07
Closure of exit from radial to outer circle = 03
(Radial No. 3, 5 & 7)

Entry of Inner circle = 02
(Radial no. 1 & 4)

Exit from Inner circle = 02
(Radial No. 2 & 6)

Radial No. 1 = Janpath
Radial No. 2 = B.K.S. Marg
Radial No. 3 = Panchkuian Marg
Radial No. 4 = State Entry Road (Plaza)
Radial No. 5 = Minto Road
Radial No. 6 = Narula's
Radial No. 7 = Barakhamba Road

- (b) The new traffic plan has resulted in:
- (i) Two entry & two exit to Inner circle
 - (ii) Reversal of Traffic flow on Radial No. 6 (Narula's)
 - (iii) Closure of exit to outer circle from radial 3, 5 & 7.

- (c) The present circulation plan (trial run) and circulation plan approved by DUAC (signed copy not yet received) is placed at Annexure 'A' & 'B' (See pages 193 – 194).

5. Financial implication of the proposed/subject:

Nil

6. Implementation schedule with timeliness for such stage including internal proceeding

The scheme is already under trial run w.e.f. 25 Jul.'06

7. Comments of the Finance Department on the subject :

Not applicable

8. Comments of the Department on comments of Finance Department.

Not applicable

9. Details of previous Council Reso. existing Law of Parliament and Assembly on the subject:

The overall project proposals/report to carry out the Redevelopment of Connaught Place was approved vide agenda no. 4(A-24) dated 13.02.06 by the council

10. Comments of the Law Department on the subject :

The law department has stated that the combined reading of clause 203(2) & 204 means that after closure of road it take the shape of land which can be disposed of by Council which is not the case here. The radial roads will continue to be carry traffic till the exit point at outer circle & is not the closure of road. The case is therefore covered under Section 207 of NDMC Act as it is the case of blocking the junction of the point at which the radial road meets the outer circle.

11. Comments of the Department on the comments of the Law Deptt. :

The Department is in agreement with the comments given by the Law Department that it is merely closure of exit of the radial and not full closure of the road.

12. Recommendations :

- (a) As directed by the Hon'ble Delhi High Court, this case is placed before the Council for information and necessary approval, if any. As advised by the Law Department it is not a case of closure of the road and as such is not covered by the provisions of Section 203 (ii) of the NDMC Act 1994. As this is only to block entry/exit from/to outer circle to radial road through 3 (Panchkuian Marg), 5 (Minto Road) & 7 (Barakhamba Road) as per approved traffic circulation Plan under Section 207 of the NDMC Act 1994. However, it is proposed to issue a public notice to explain the above position for information of the general public to remove the impression that it is a case of closure radial roads – 3, 5 & 7.
- (b) This closure of radial No. 3,5 & 7 will remain in force till the time the final circulation plan approved by DUAC on 05 Mar.'07 is implemented when the work of overall Redevelopment Plan of Connaught Place completed.

COUNCIL'S DECISION

Item has been deferred. To be considered in a separate meeting.

(VIKRAM DEV DUTT)
SECRETARY

(PARIMAL RAI)
CHAIRPERSON

Annexure

Annexure