

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI
COUNCIL'S MEETING NO. 06/2008-09 DATED 16.07.2008 AT 3-00 P.M.

Arrangement of business

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ITEM NO. 01 (C-15)

Confirmation and signing of the minutes of the Council's Meeting No. 05/2008-09 dated 18.06.2008 **(See pages 3 - 8)**.

COUNCIL'S DECISION

Minutes confirmed.

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI

MINUTES OF THE COUNCIL'S MEETING NO. 05/2008-09 HELD ON 18.06.2008 AT 3-00 P.M. IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.

MEETING NO.	:	05/2008-09
DATED	:	18.06.2008
TIME	:	3-00 P.M.
PLACE	:	PALIKA KENDRA, NEW DELHI.

PRESENT :

- | | | | |
|-----------|------------------------|----------|--------------------|
| 1. | Sh. Parimal Rai | - | Chairperson |
| 2. | Sh. Ashok Ahuja | - | Member |
| 3. | Dr. M.M. Kutty | - | Member |
| 4. | Sh. R.K. Sinha | - | Member |
| 5. | Sh. Mukesh Bhatt | - | Member |
| 6. | Ms. Sima Gulati | - | Member |
| 7. | Sh. Vikram Dev Dutt | - | Secretary, NDMC |

ITEM NO.	SUBJECT	DECISION
01 (C – 12)	Confirmation and signing of the minutes of the Council's Meeting No. 04/2008-09 dated 21.05.2008.	<p>When the Council considered the minutes of the meeting held on 21.5.2008 for confirmation, the Fire Officer informed the Council that the Chairperson, District Disaster Management Authority, New Delhi, vide U.O. No.DC/ND/DMA/2895 dated 22.05.2008 and the NDMA, vide their Letter No.NDMC/Mock-Ex/UT/Delhi/2008 dated 5th June, 2008, have recommended acquisition of rescue tender with modern equipment stating that creation of Specialist Response Teams in NDMC and equipping them with state of the art equipment for disaster management would help in quicker response.</p> <p>The minutes of the Council's Meeting No.04/2008-09 dated 21.05.2008 were confirmed duly noting the above position clarified by the deptt. in respect of Item No.19 (U-1)/21.5.2008.</p>

02 (A-26)	Strengthening of Water Supply System in NDMC Area. Interconnection of Water Boosting Station by laying separate dedicated lines.	Resolved by the Council to accord administrative approval and expenditure sanction to the preliminary estimate amounting to Rs.50,60,00,000/- for the work of Interconnection of Water Boosting Station, by laying separate dedicated lines subject to the condition that the work will be taken up in phased manner.
03 (A-27)	Improvement to various Commercial Complexes. SH : Renovation of office units at 2 nd & 3 rd floor, Palika Place, P.K. Road, New Delhi.	Resolved by the Council to accord administrative approval and expenditure sanction to the preliminary estimate amounting to Rs.59,36,650/- for the work of renovation of office units at 2 nd & 3 rd floor, Palika Place, P.K. Road, New Delhi.
04 (E-4)	Construction / Renovation of identified Toilets in NDMC area on BOT Basis.	Resolved by the Council to accept the Highest Bid, quoted by M/s City Life Line Travels Pvt. Ltd., @ Rs.1.55 Crore + applicable taxes per month, with an escalation of 5% every year, after first year, for a period of 10 years subject to the following conditions : <ul style="list-style-type: none"> i) That the advertisements will be allowed only after completion/renovation of the toilets in all respects. ii) That the department will ensure that the advertisements are displayed within the earmarked space. iii) That no advertisement will be allowed in 'B' category toilets until and unless all the toilets in category 'A' are completed. iv) The department should ensure that the work is completed as per schedule. v) That the department to ensure that the space provided for advertisement is not violated or misused in any manner. It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.
05 (A-28)	Reallocation of NDMC land in connection with proposed modern ISBT at Sarai Kale Khan to be constructed by Transport Department, Govt. of Delhi.	Resolved by the Council to approve the proposal for handing/taking over of strip of land to the Transport Department, GNCT, Delhi, subject to the following conditions :- 1) That the Transport Department GNCT, Delhi will bear the expenses involved in reconstruction of existing structure/rooms for the staff of store/casting yard. 2) That NOC would be obtained by the Transport Department, GNCT of Delhi from DDA, for handing/taking over of the strip of land.

06 (B-6)	Fixation of Reserve Price for 66/33 KV, 50 MVA BHEL make Power Transformer at Electric Sub-station School Lane, New Delhi.	<p>Resolved by the Council that :-</p> <ol style="list-style-type: none"> 1. The reserve price of Transformer at Rs.41,44,060/- as fixed by condemnation Sub-committee, is approved by the Council. 2. the Chairperson is authorized to constitute one or more committees, at appropriate level, to declare such items as surplus or obsolete or unserviceable and 3. under Section 140 (1) of the NDMC Act, 1994, the Chairperson is authorized to dispose off a movable property belonging to the Council on the recommendations of the Committee(s) referred to in para 2 above, which has declared any item as surplus or obsolete or unserviceable. 4. every case of disposal of movable property, irrespective of value, shall be reported by the Chairperson, at the earliest possible, to the Council.
07 (B-7)	<p>Development of Blocks 39 to 69, Sector-IV, DIZ Area as MODEL BLOCKS.</p> <p>SH: Augmentation of LT distribution system at Block 39 to 69, Sector-IV, DIZ Area.</p>	<p>Resolved by the Council to accord administrative approval and expenditure sanction to the estimate amounting to Rs.81,81,800/- for the augmentation of LT distribution system at Block 39 to 69, Sector IV, DIZ Area. The work be taken up in anticipation of Budget Provision in RE of 2008-09, as the work is to be completed in 3-4 months time period.</p>
08 (N-1)	<p>Annual Estimate for Maintenance of Parks & Gardens for the year 2008-09.</p>	<p>Resolved by the Council to accord administrative approval and expenditure sanction to the estimate amounting to Rupees 274.30 lacs, for the work of Maintenance of Parks & Gardens during the year 2008-09.</p> <p>Further the Council desired that beautification of the parks recently handed over by the CPWD, be taken up on fast track. It was also advised that the deptt. shall examine the possibility of purchase of few water tankers in lieu of condemned water tankers after analyzing the cost-benefit of hiring and owning of such tankers.</p>
09 (O-3)	<p>Report of the Standing Committee on Audit in NDMC.</p>	<p>Information noted.</p> <p>The Council directed the concerned Departments that the compliance of recommendations of the Standing Committee on Audit in NDMC, be reported to the Chief Auditor, for further examination.</p>

10 (M-2)	Adoption of Recruitment Rules for the post of PGTs/Lecturers(Various Subjects) , TGTs (various subjects) and Asstt. Teachers (Primary) working in NDMC Schools.	<p>Resolved by the Council to adopt the Recruitment Rules (as per details mentioned in the Annexures I to XII of the preamble), as being followed in Education Deptt. of GNCT of Delhi, for Recruitment in NDMC Schools to the posts of PGT / Lecturer (various subjects), TGT (various subjects) and Asstt. Teachers (Primary), subject to the condition that relaxation in age limit provided in the RRs of GNCT of Delhi for employees of Delhi Administration / Govt. Employees shall be read as "Employees of NDMC" while applying the RRs in NDMC.</p> <p>It was further resolved that Education Deptt. shall take immediate action for obtaining approval of Central Govt., in consultation with UPSC, for adoption of these RRs in NDMC and thereafter for notification of the RRs in Delhi Gazette. It was also resolved that all future notifications / amendments of GNCT of Delhi on the subject will stand adopted automatically in NDMC.</p> <p>The Council noted that a large number of posts of Teachers remained unfilled in NDMC schools thereby affecting the education of the students leading to poor results. The department should, therefore, take immediate steps to fill up the vacant posts on adhoc promotion basis or contract basis, whichever is applicable, initially for a period of six months with a view to improve the results as well as educational environment for better performance by the students.</p>
11 (A-29)	Operation & running maintenance of various services of Central Park at Rajeev Chowk. SH.: Operations & Running maintenance of fountains, pumps, electrical installations, cleaning & security.	<p>Resolved by the Council to accord administrative approval and expenditure sanction to the Preliminary Estimate amounting to Rs.95,76,000/- for the work of Operation & Running maintenance of various services of Central park at Rajiv Chowk SH: Operation & Running Maintenance of Fountains, pumps, electrical installation, cleaning & security.</p> <p>It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.</p>
12 (A-30)	Improvement / Up gradation of Talkatora Indoor Stadium Competition venue of Boxing event CWG 2010. Sub Head: Providing HVAC system in proposed and existing block at Talkatora Indoor Stadium.	<p>Resolved by the Council to accord the work for providing of HVAC system in the proposed as well as existing blocks at Talkatora Stadium to M/s Blue Star Pvt. Ltd., at their total tendered amount of Rs.8,82,00,000/-, which is 2.97% below the estimated cost put to tender of Rs.9,09,00,000/-.</p> <p>It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.</p>

13 (B-9)	Revised estimate for the work of Replacement/augmentation of LT switchgears & distribution transformers in various electric substations in Maintenance South area of NDMC.	Deferred.
14 (A-31)	Strengthening of Water Supply System in NDMC Area. Sub Head : Construction of RCC UGR and Water Boosting Station in East Kidwai Nagar.	Resolved by the Council to accord administrative approval and expenditure sanction amounting to Rs. 97,53,000/- for the work of construction of RCC UGR and Water Boosting Station in East Kidwai Nagar. It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.
15 (A-32)	Providing "Electronic Parking Guidance & Management System for Palika Parking".	Resolved by the Council to accord administrative approval and expenditure sanction to the preliminary estimate amounting to Rs.3,11,83,200/- for providing "Electronic Parking Guidance & Management System for Palika Parking".
16 (A-33)	Strengthening & Resurfacing of roads in NDMC Area by Microsurfacing.	Resolved by the Council to accord approval to execute the Additional work of six roads by Microsurfacing, as recommended by CRRI. The department should ensure that the expenditure remains within the 10% of permissible limit of Revised administrative approval and Expenditure sanction of Rs.20,76,28,087/- accorded vide Council's Reso. No.14 (A-35) dt. 15.11.2006.
17 (A-34)	Delivery of services through Jeevan CSC.	Information noted. Department may initiate action in anticipation of confirmation of the minutes by the Council.
18 (A-35)	Improvement to Community Centre, Golf Link. SH: Construction of an additional floor on the existing building of Community Centre – Tenders thereof.	Resolved by the Council that the tender of M/s India Guniting Corporation, at their negotiated tendered amount of Rs.1,19,13,480/-, which is 45.14% above the estimated cost of Rs.82,08,306/- put to tender, is accepted by the Council and revised administrative approval and expenditure sanction is accorded.
19 (B-10)	Norms for annual maintenance of various Electrical services /work.	Resolved by the Council that the existing norms for maintenance of Electrical Services, as explained in Annexure 'A' table 1 & 2 of the preamble, are approved for the period upto 31.3.2010. It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.
20 (C-13)	Contracts/Schemes involving an expenditure of Rs. 1 Lac but not exceeding Rs. 50 Lacs.	Information noted.

21 (C-14)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	Information noted.
22 (E-5)	Empanelment of manufacturing firms for the procurement of allopathic medicines for the next five years w.e.f. 2008-09.	Resolved by the Council that the firms mentioned in Annexure 'A' are approved for Empanelment for the procurement of Allopathic Medicines in NDMC for a period of five years w.e.f. 2008-2009, noting that the word 'Nicholas Piramal' at Sr. No. 16 of Annexure 'A' of the preamble, are substituted by the word Indswift Ltd.

(VIKRAM DEV DUTT)
SECRETARY

(PARIMAL RAI)
CHAIRPERSON

ITEM NO. 02 (A-36)

1. **Name of the Project:** - Construction of Metro Station on Central Secretariat – Badarpur Corridor of Delhi MRTS.
2. **Name of Department:** - Civil Engineering Department R-II Division.
3. **Brief History of the project:** -
 - (a). A request has been received from Dy. Chief Engineer/L-6/I vide Letter No. DMRC/CS-BP/NDMC/2006/42/966 dated 03.4.2008 (**Annexure 'A'**) (**See pages 11 - 19**) regarding requirement of land in connection with their construction of Central Secretariat, Badarpur Corridor Phase-II of Delhi MRTS Project. Details of temporary land requirement is given below:

Land Area Sqm	Identification as per plan	Purpose	Location at Meena Bagh
655.423	LA-2 L & DO No. 628 Sheet No-2 (Annexure 'B') See pages 20	For TBM shaft	Near D II Type Flats No.361-364 between Maulana Azad Road and Moti Lal Nehru Road

- (b). The land has been allotted by L & DO vide letter No. L-II-1777/109 dated 19.2.2008 (**Annexure 'A'**) (**See pages 16**) Chief Architect, NDMC has got objection for handing over 655.423 SM land on temporary basis subject to the condition that land be restored back in its present form after completion of work by DMRC.
4. **Detailed Proposal of the subject/Project:**
DMRC requires the land for construction of their TBM Shaft (LA-2) at Maulana Azad Road and Moti Lal Nehru Road.
5. **Financial implication of the proposed project:** -
There will be no financial implication on NDMC on account of the transfer of this land to DMRC Ltd.. As per their policy DMRC Ltd. restores the site in original condition of the roads, footpaths, and other utilities as per the inventories prepared and accepted joining by NDMC and DMRC Ltd. The restoration shall be is done at their own cost by DMRC before handing over back the land to NDMC.
6. **Implementation schedule with timelines for each stages including internal processing.**
DMRC Project tentatively stated to be completed before October 2010.
7. **Comments of Finance Department on the Budget with diary No. & date:**
No comments, handing over of land to DMRC pursuant to allotment letter dated 19-12-08 issued by L & DO for temporary purpose with no resultant coast to NDMC in

the process of handing over & taking back the land in question in original position, being an administrative matter.

8. Comments of department on Comments of Finance Department:

Since no expenditure is to be incurred by NDMC as such proposal may be approved.

9. Details of previous Council Meeting Resolution exiting Law of Parliament and Assembly on subject:

Council Resolution 31(A-28) dated 18-7-07 and item no. 19(A-66) dated 16.01.2008. (See pages 21 – 24)

10. Comments of Law Department on the subject/Project:-

NIL.

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

NIL.

12. Recommendations: -

The case is laid down before the council to give approval for issue of NOC to DMRC so that DMRC can take up the land acquisition with MOUD. DMRC will restore the area after completion of their project at their own cost.

COUNCIL'S DECISION

Resolved by the Council to accord approval for issue of NOC to DMRC so that DMRC can take up the land acquisition case with Ministry of Urban Development, Govt. of India; subject to the condition that the DMRC will restore the area after completion of their project, at their own cost.

Annexure A

11 – 24

Anne4xure end

ITEM NO. 03 (A-37)**1. Name of the subject/project:**

Sub.: S/R of Road in NDMC Area

SH: Improvement of Footpath and Cycle Track at Tilak Marg

2. Name of the Department/departments concerned

Civil Engineering Department, Road Division-I

3. Brief history of subject/project

- (a) The footpath & cycle track, at Tilak Marg is in bad condition due to frequent cuttings made by various agencies for laying/repairs of services. The footpath & cycle track has outlived its normal life and is due for renovation. During the inspection of Sr. Officers it was decided that the case for improvement of footpaths as well as cycle track be taken up on priority being a very important area. Accordingly Preliminary Estimate prepared by the field staff was approved and Administrative Approval & Expenditure Sanction accorded for Rs. 49,19,000/- by the Competent Authority.
- (b) The tenders were called for and four tenders were received on 03 Apr.'08. Sh. Bipin Kumar is the lowest bidder @ 80.72% above the Estimated Cost of Rs.46,22,277/- against the justification of 88.43% above the Estimated Cost with quoted sum of Rs.83,53,549/-. The lowest bid has been found to be reasonable for acceptance. Since the cost of work is more than Rs. 50 lacs the tender has to be approved by the Council.

4. Detailed Proposal on the subject/project

40 MM thick fine dressed sandstone is proposed on the footpath alongwith providing and laying Ready Mix Concrete on the existing cycle track. Provision for gully grating with frame etc. has also been taken.

5. Financial implications of the proposed subject/project:

The financial implications of the tender works out to Rs. 83,53,549/- .

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

The time period required for the completion of the work is four months after award of work.

7. Comments of the Finance Department on the subject with diary no. & date.

Finance Department vide diary No. 1440/Finance/R-Civil dated 16 Jun.'08 has got no objection for acceptance of tender of lowest bidder subject to certification that offer of L-1 is in close proximity of last approved rates for similar nature of works and revised Administrative Approval & Expenditure Sanction duly checked from Planning is obtained from Council.

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

No similar nature of work has been carried out in the recent past. However one of works executed in R-II Division was awarded at 89.43% above the Estimated Cost against the justification 85.62% so the offer of lowest bidder can be considered to be in close proximity of last awarded rate in the Road Circle. The revised Administrative Approval & Expenditure Sanction based on lowest offer duly checked by Planning is being sought from Council through this Agenda.

9. Legal Implication of the subject/project

There are no legal implications.

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

N.A.

11. Comments of the Law Department on the subject :

No comments

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

No comments

13. Certification by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case

The CVC guidelines have been followed while processing of the tender case.

14. Recommendations :

The case is placed before the Council for consideration & accord of approval

- (i) To accept the lowest offer of Sh. Bipin Kumar at 80.72% above the Estimated Cost with the tendered amount of Rs. 83,53,549/- for the work of S/R of Roads in NDMC Area, SH. Improvement of footpath and cycle track at Tilak Marg & Accord of Revised Administrative Approval & Expenditure Sanction for Rs.83,53,549/-
- (ii) To initiate further action in the matter in anticipation of approval of minutes of Council meeting.

COUNCIL'S DECISION

Resolved by the Council to accord Revised Administrative Approval & Expenditure Sanction for Rs.83,53,549/- and to accept the lowest offer of Sh. Bipin Kumar, at 80.72% above the Estimated Cost of the tendered amount for the work of S/R of Roads in NDMC Area, SH. Improvement of footpath and cycle track at Tilak Marg.

It was also decided that the department may initiate action in anticipation of confirmation of the minutes by the Council.

ITEM NO. 04 (A-38)**1. Name of the Project:**

Sub: S/R of roads in NDMC area.

SH: - Providing mastic asphalt wearing course at Aurangzeb Road and Kamal Attaturk Marg Crossing.

2. Name of Department/ Department concerned:

Civil Engineering Department R-II Division.

3. Brief History of the project: -

- (a) Preliminary Estimate for mastic Asphalt Wearing Course at Aurangzeb Road and Kamal Attaturk Marg Crossing was processed by field executives and after checking by the Planning and Finance, Administrative Approval and Expenditure Sanction was accorded by Chairperson on 08.02.2006 for Rs.18,95,200/-.
- (b) After competitive bidding, the tender was awarded to M/S Udai Construction, at tender cost of Rs. 22,70,754/-.
- (c) During execution of work, additional quantity was executed as per site requirement for proper completion of work. The approval of additional quantity was proposed post facto. The work was physically completed on 24.1.2007, with net excess of Rs. 8,48,990/- which was mainly due to execution of additional quantity and quoted rate of tender at 27.70% above the estimated cost of Rs. 17,78,192/-. The approval of additional statement is required to be accorded by the council, as revised administrative approval has already been accorded by the competent authority.
- (d) The case was placed before the Council vide Agenda Item No. 2(A-79_ dated 31 March 2008 and was deferred. It was further resolved by the Council that Department shall indicate the reasons for not obtaining the prior approval of the Council before undertaking the work enhanced cost. The reason for increase in project cost are to be brought on record and it need to be clarified whether the increased project cost is more than or less than the quotation of second lowest bidder (L-2).

- (e) The case has been examined and it has been found that the rates of L-2 higher than L-1 and as such L-2 does not become L-1 even after executing proposed additional quantity statement (**Annexure 'A'**) (**See page 32**).
- (f) The additional work was not executed at enhanced cost but at the quoted rate in the tender of lowest bidder. Due to urgency of the work being in front of Prime Minister's House the work was executed which was essential for completion of work near to Prime Minister's House. No prior approval was taken because of the urgency of the case by the field staff at that time. In order to avoid such incidents in future circular has been issued directing field staff to seek prior approval of the Competent Authority before execution of any Additional / Extra quantity.
- (g) The reason for enhanced cost of the work was on account of increase in rate of bitumen and rate of other related materials.
- (h) It is further clarified that by executing the additional quantity statement under reference the L-1 remains lower than L-2 the second lowest bidder as the rates quoted by L-2 are higher than L-1.

4. Detailed Proposal of the subject/Project: -

Following specification have been followed: -

- (i) Providing tack coat with 0.5KG/m² of bitumen 80/100.
- (ii) 25mm thick bitumen mastic asphalt wearing course with industrial bitumen 85/25 and stone grit.

5. Financial implication of the proposed project: -

The work has been completed with the cost of work of Rs. 27,44,190/- with a net excess of Rs. 8,48,990/- against original administrative approval of Rs. 18,67,000/-. Necessary funds are available to meet the expenditure of this work during current year, under head G.1.3 of S/R of roads in NDMC area.

6. Implementation schedule with time limits for such stages including internal processing: -

The work has been completed before time on 24.01.2007 against stipulated date of completion 16.3.2007, due to urgency, being in front of P.M's House.

7. Comments of Finance Department on the subject:

Finance department vide diary no. 1439/Finance/R-Civil dated 16 Jun'08 has observed as follows :-

The amount of Revised A/A & E/S (i.e. Rs. 27,46,112/-) against the tendered amount of Rs. 22,70,754/- has been approved/sanctioned by Chairman. Section 143(d) prescribes reporting to the Council with in one month of making the contract involving expenditure exceeding Rs. 1 Lakh but not exceeding Rs. 50 Lakh. However, in this particular case the matter was placed before Council on 31.3.2008 and it was resolved that the department shall indicate the reasons for not obtaining the prior approval of the Council before undertaking the work at enhanced cost. In the light of the Council Resolution the matter needs to be before Council accordingly.

8. Comments of department on Comments of Finance Department:

The field staff due to urgency being road in front of PM's House completed the work within a period of month & quarter on 24th January 2007 against stipulated period of three months. The Field staff took the decision as per site requirement and executed additional quantity statement without prior approval of competent authority and that is reason for seeking post facto approval. The additional work has been executed at tender rates of lowest bidder and not at enhanced cost.

9. Legal Implication of the subject / project :

Nil.

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

The case was placed before the Council vide Agenda Item No. 2 (A-79) dated 31st March 2008 and deferred.

11. Comments of the Law Department:

There are no legal issue in the subject proposal.

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

No comments.

13. Certification by the department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.

Certified that necessary guidelines of CVC has been followed in processing the case.

13. Recommendations: -

The case is placed before Council for consideration and accord approval of approval of Additional quantity Statement amounting to Rs. 4,24,970/-.

COUNCIL'S DECISION

Resolved by the Council to accord approval to the Additional quantity Statement amounting to Rs. 4,24,970/- for the work of S/R of Roads in NDMC area, SH: - Providing mastic asphalt wearing course at Aurangzeb Road and Kamal Attaturk Marg Crossing, keeping in view the clarification given by the Department in para 3 of the Agenda.

Annexure A

ITEM NO. 05 (G-2)**1. Name of the Subject/Project**

The report on the scheme of settlement of Electricity/Water dues under the Council's Resolution No.20 (G-10) dated 19.12.2007.

2. Name of the Department/Departments concerned

Commercial Department

3. Brief History of the subject/Project

The Council vide Resolution No.20 (G-10) dated 19.12.2007 decided to launch a settlement for arrears of Electricity and Water Charges to settle the disputes and recovery of outstanding electric/water dues which were pending in recoveries against the various consumers of different categories viz. Govt. offices/Non Gazetted (NG)/Non Gazetted Miscellaneous (NGM)/Gazetted Offices (GOB), Private Shops and Establishments.

The total arrears pending at the time of launch of scheme was around Rs.116 crores involved 17587 no. of cases mainly attributed due to late payment surcharge and disputed misuse charges.

4. Detailed proposal on the subject/project**Performance of the scheme till 30.06.2008**

The total arrears of Rs.116 crores were pending with 17587 cases and out of which 4203 number of cases have been settled detailed as under:

Cases of Settlement			Cases Settled				Cases yet to be settled	
Category	No. of cases	Arrears as on Nov, 2007 in Rs.	No. of cases	Demand in Rs.	Revised Demand as per Council's Resolution No.20 (G-10) dt. 19.12.2007	Demand Paid in Rs.	No. of cases	Demand Due in Rs.
Bulk & HTB	942	54,16,08,365.00	256	7,05,62,666.00	1,92,39,932.00	1,92,39,932.00	686	47,10,45,699.00
Private & HTP	6472	58,72,08,206.00	684	24,14,73,190.00	1,98,69,805.00	1,98,69,805.00	5788	34,57,35,016.00
Non Gazetted	5864	2,42,10,617.00	2941	36,77,756.00	13,83,294.00	13,83,294.00	2923	2,05,32,861.00
Govt. Officers Bungalows (GOB)	1085	32,97,832.00	197	6,69,876.00	2,48,324.00	2,48,324.00	888	26,27,956.00
Non Gazetted Miscellaneous (NGM)	3224	69,21,563.00	125	4,46,143.00	1,22,353.00	1,22,353.00	3099	64,75,420.00
Total	17587	1,16,32,46,583	4203	31,68,29,631	4,08,63,708	4,08,63,708	13384	84,64,16,952

It has been tried to settle the cases of the Govt. Departments after waiver of 100% surcharge but the response from the Government Sector is not as per the expectations, however, the efforts are still there to realize the arrear at the optimum level.

Proposal for cases yet to be settled

The scheme of settlement was launched with last date as 31.03.2008, which was further extended upto 30.06.2008 to make scheme more effective.

In number of cases, the quantified amount has been intimated but the same has still not been realized. The proposal is to collect the quantified amount from the already settled cases as on 30.06.2008, which is as under:

a) If the consumers other than Government Category want to pay, the same may be collected without any interest upto 31.07.2008, and however, if the consumer wants to pay in installments he can pay upto 31.12.2008 with 1% per month interest on the quantified amount as on 30.06.2008.

b) Cases of the Government but not the Private Sector Undertakings shall be settled as per Council policy with no interest if they deposit upto 31.12.2008. The settled amount may also be deposited in installments upto 31.12.2008.

5. Financial implication of the proposed/subject

The financial implication of this project has already been explained at the time of placing of Council Resolution No.20 (G-10) dated 19.12.2007 before the Council.

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

The proposal is put up only to realize the quantified amount calculated upto 30.06.2008 without extending the last date of scheme.

7. Comments of the Finance Department on the Subject:

In view of the detailed comments of Adv. (L&R) I do not have any further comments to offer.

8. Comments of Department on comments of Finance Department:

The Department agrees with the views of F.A.

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

Council vide its Resolution No.20 (G-10) dated 19.12.2007 resolved for the settlement of the dues/arrears of Electricity and water charges under the settlement scheme by giving wide publicity through press, pamphlets and issue of letters to the consumers.

10. Comments of the Law Department:

The comments of the LA cum Advisor Revenue :

"The scheme was available upto 31.03.2008. This was extended upto 30.06.2008 pending placing the same before the Council. The proposal is to quantify the amount for settlement upto 30.06.2008, if he wants to pay, the same may be collected without any interest upto 31.07.2008. However, if the consumer wants to pay in installments, he can pay upto 31.12.2008 with 1% per month interest on the quantified amount as on 30.06.2008. This will be put up to Council for information in the next meeting of the Council. The cases of Government not Public Sector Undertakings shall be settled as per Council's policy of no interest, if they deposit upto 31.12.2008 (subject to approval of the Council). Public Sector Undertakings to be covered as above."

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

The department agrees with the views of LA cum Adv. Revenue.

12. Recommendations:

In view of the recommendations, the case is laid before the Council for the approval on the following proposals:

1. Performance of the settlement Scheme for information of the council.
2. Ex-post facto approval of extension of the scheme was available upto 30.06.2008.
3. The proposal is to collect quantified amount from the cases which have been settled upto 30.06.2008.
 - a) If the consumers other than Government Category want to pay, the same may be collected without any interest upto 31.07.2008, and however, if the consumer wants to pay in installments he can pay upto 31.12.2008 with 1% per month interest per annum on the quantified amount as on 30.06.2008.
 - b) Cases of the Government but not the Private Sector Undertakings shall be settled as per Council policy of no interest if they deposit upto 31.12.2008. The settled amount may also be deposited in installments upto 31.12.2008.
4. If payment are not made by 31.12.08 it is proposed to disconnect

DRAFT COUNCIL'S DECISION

Resolved that the cases in which demand is outstanding as on 30.06.2008, may be settled as per the proposal to quantify the demand as on 30.06.2008 as per Council Resolution No.20 (G-10) dated 19.12.2007 and collect the same by 31.12.2008 with an interest of 1% per month. If payment are not made by 31.12.08 it is proposed to disconnect electric connection.

Resolved further that in respect of outstanding demand against Government Department, interest shall not be charged, if the quantified amount as on 30.06.2008 is paid by 31.12.2008.

COUNCIL'S DECISION

While appreciating the good work done by the Department on this front, the Council resolved that the cases in which demand is outstanding as on 30.06.2008, be settled as per the proposal to quantify the demand as on 30.06.2008, in terms of Council's Resolution No.20 (G-10) dated 19.12.2007 and the Department to collect the same by 31.12.2008 with an interest @ 1% per month. If paid after 31.7.2008, interest to be charged from 1.7.2008 till the date of payment. It was also decided to disconnect the electricity connection of such users who fail to make payment by 31.12.08.

Further resolved that in respect of outstanding demand against Government Departments, interest shall not be charged, if the quantified amount as on 30.06.2008 is paid by 31.12.2008.

ITEM NO. 06 (M-3)

1. Name of the subject/project : Mid day meal scheme

2. Name of the department/departments concerned: Education Department

3. Brief history of the subject/project:

National Programme of Nutritional support to Primary Education commonly known as the mid day meal scheme was launched as a Centrally sponsored Scheme on 15th Aug.1995. The objective of the scheme was to boost universalization of Primary Education by increasing enrolment, attendance, retention and learning level of the children especially those belonging to the lower section of the society and to improve Nutritional status of the children.

NDMC implemented the scheme in August 2003 and 60 schools out of 82 schools were covered in the year 2003-04. The scheme was fully implemented in the month of September 2004 in all the NDMC, NDMC Aided & Navyug Schools run by the Navyug School Education Society, a fully funded Society of the NDMC. Since then NDMC is providing cooked mid day meal in all the Schools up to Class V through NGOs/Caterers by providing the requisite 300 calories and 8-12 gms. of protein per child per day and lifting the grains from the FCI godown as per the requirements.

NDMC extended the benefit of mid day meal scheme up to class XII in the year 2007-08 the expenditure incurred for class VI to XII are borne by NDMC at its own. Since Sep.07 the NDMC is providing the cooked meal to its students through the three supplier namely Iskon Food Relief Foundation, Indcare Trust & Manjeet Caterer and the agreement executed with the supplier were terminated on dated 30th April 2008. The supplier were supplying mid day meal as per the following rate/Nutritive value/weight of the cooked meal given below :

Category of the students	Rate per day per child	Requisite Nutritive value	Approx. Weight of cooked meal
Nursery	Rs.2.50	350 calories 10 Gms. Protein	250 Gms.
Primary	Rs.2 with 100 gms. of free grain subsidy i.e. wheat/rice	450 calories 12 gms. protein	300 Gms. to 350 Gms.
Middle	Rs.3	450 calories 12 gms. protein	300 Gms. to 350 Gms.
Sec. & Sr. Sec.	Rs.3	450 calories 12 gms. protein	300 Gms. to 350 Gms.

Iskon Food Relief Foundation has shown their in ability for continuing the supply of mid day meal. Chairman, NDMC granted the extension of the agreement on the existing terms and conditions to the two suppliers i.e. Manjeet Caterer & Indcare Trust for the three months i.e. July 2008 to Sep.2008 and accorded the administrative approval and expenditure

sanctioned amounting to Rs.3639120 to meet the expenditure for the notified period i.e. July 2008 to Sep.2008.

Dy. Secy. to Govt. of India vide letter No. F.1(1)/2007-Desk(MDM) dated 27-09-07 intimated to the Secretary Education, Govt. of NCT of Delhi that the Central Govt. is pleased to extend the mid day meal scheme up to the Upper Primary stage of education i.e. class VI to VIII in Govt. & Govt. Aided Schools. Govt. of NCT has already published an invitation of interest for inviting interested parties for supplying mid day meal in Pry. & Upper Primary classes in Govt./Govt. Aided schools of GNCT of Delhi. On the analogy of Govt. of NCT of Delhi, department mooted a proposal considering the revised rate & norms as proposed by Govt. of NCT for implementing the scheme up to class VIII and for Sr. classes i.e. class IX to XII students for the year 2008-09 taking in to consideration the Council resolution 10(M-1) dated 18-07-07 for extending the benefit of the scheme up to Class VIII.

Finance department vide Dy. No. 1422/Finance/R-Edn. dated 12-06-08 is agree to the proposal of the department for laying before the Council for decision regarding benefit of the scheme up to VIII level only on the analogy of GNCT of Delhi or up to the Sr. Secondary level giving the **financial implications of both the options at the enhanced rate.**

4. Detailed proposal on the subject/project:

4.1 The scheme be implemented as per the following proposed rate/Nutritive value/weight of the cooked meal mentioned against the each category as given below:

Category of the students	Rate per day per child	Requisite Nutritive value	Approx. Weight of cooked meal
Nursery	Rs.2.50	450 calories 10 Gms. Protein	250 Gms. to 300 Gms.
Primary	Rs.2.50 with 100 gms. of free grain subsidy i.e. wheat/rice	450 calories 12 gms. protein	300 Gms.
Middle	Rs.3/- with 150 gms. of free grain subsidy i.e. wheat/rice	700 calories 20 gms. protein	350 Gms.
Sec. & Sr. Sec.	Rs.4.50/- *	700 calories 20 gms. protein	350 Gms.

4.2 Utmost importance shall be given to Health & Hygiene, quality & quantity of the food. The items of food to be supplied are as under: -

Wheat based items :

Atta & Besan Puri with Alloo curry/or mixed vegetables
Atta Poori with chhole (mashed vegetables added to the gravy)
Suji Halwa with chhole

Rice based items :-

Rice Chhole with mashed vegetables added to the gravy
Rice with sambhar/Daal (with vegetables added to the gravy)
Rice with Kadhi (with vegetables added to the gravy)

4.3 Application will be invited by giving wide publicity through public notice from the following categories.

- i. Parents Teachers Association
- ii. Vidyalaya Kalyan Samiti
- iii. Resident Welfare Association.
- iv. Non-Governmental Organization.
- v. Reputed Caterers having infrastructures for canteens.
- vi. Kitchen of the Social Welfare homes if available in the vicinity.
- vii. Anganwadis.
- viii. Institutions with considerable experience in providing cooked meals in clusters.
- ix. Proprietor or Partners of firms/individuals of repute in supplying the cooked meals.
- x. Self help Groups.

4.4 A committee comprising of Addl. F.A., MOH/Director Health, Director Welfare, Director Education, AEO(MMS) and DEO be constituted for recommending/selection of the supplier. The weightage for making preferential category will be done by the proposed committee on the basis of Financial capability, Experience in Mid day meal, Provision of kitchen, Health License and any other decision/proposal of the committee.

4.5 The NGO/Firm/Individual who will assigned the job of mid day meal will lift the wheat/rice quota directly from the FCI Godown on the basis of the allocations of wheat/rice by the Govt. of India/ NDMC.

4.6 The contract/agreement between the NDMC and the selected supplier will be made by the Director Education on behalf of NDMC.

4.7 On the satisfactory performance report of the supplier the work will be awarded/extension will be given for the subsequent year annually and the same supplier can be given contract i.e. for two years in continuation up to 2009-2010.

5. Health and Hygiene

5.1 The selected NGOs/Caterer/others who will be assigned the job of supplying mid day meal in NDMC schools shall supply the meal in the sealed container and unseal the container in the presence of the Head of the school/Members of the school

committee before the distribution of the cooked meal in tiffin box/disposal plates of good quality.

- 5.2 MOH will monitor the quality and hygiene of food supplied to the school children by deputing Doctors/Dietician.
- 5.3 committee comprising of Head of the Institution/HM, a domestic science teacher/science background teacher and a PTA member/residential welfare member of the area will supervise the scheme and head of the school will ensure that the food supplied by the supplier is in accordance with the Hon'ble Supreme Court orders i.e. having 300 calories and 8-12gms of protein per unit. The cooked food will be tasted by the members of the committee and the concerned class teachers before the distribution among the children.

6. Monitoring & Checking

- 6.1 Mothers can be made a formal member of the existing school level monitoring committee. Modified committee shall meet at least four times a year to review/assess implementation of the programme.
- 6.2 The committee members shall visit the kitchens of the suppliers at least once a month. The programme of visit shall be decided by the Head of school. Observations made during visits shall be informed to the supplier as early as possible. In case of any adverse observations HQs shall be informed immediately. Every school shall have a complaint/suggestion register.
- 6.3 In order to minimize any irregularity and for proper monitoring and accountability all the schools under the jurisdiction of NDMC were divided into 8 zones and Nodal officers were appointed to monitor the scheme in each zone.
- 6.4 PTA shall be requested to make sure at least one parent by rotation should be present to check and taste the meal. A register shall be maintained by the Head of the school on which the entries of (i) Name of the parents (ii) Name of the students (iii) Class of the students (iv). Address & (v) Remarks for each date with signature of the parents shall be maintained.
- 6.5 To have an idea of impact of mid day meal on the Health of the children a regular Health checkup through the Doctors have already been started.

7. Financial implications of the proposed project/subject :

Estimated expenditure which is likely to be incurred for implementation of mid day meal scheme Nur. to class VIII of Rs.80 Lacs or for Nur. to Class XII of Rs. 98 Lacs in NDMC, NDMC Aided School for the period 1st Oct. 2008 to 30th April 2009 as detail below :

Estimated expenditure for Nur. Students i.e. 2656 @Rs.2.50/- per child per day for 160 days for 1st Oct. 2008 to 30th April 2009

$$=2656 \times 2.50 \times 160 = \text{Rs. } 1062400/-$$

Estimated expenditure for Pry. students i.e. 14085 (NDMC:13342 NDMCAided:743) including Aided School@Rs.2.50 per child per day for 160 days for 1st Oct.2008 to 30th April 2009

$$=14085 \times 2.50 \times 160 = \text{Rs. } 5634000/-$$

Estimated expenditure for Middle Students (Upper Primary) i.e. 5692 @Rs.3.00/- per child per day for 160 days for 1st Oct. 2008 to 30th April 2009

$$=5692 \times 3.00 \times 160 = \text{Rs. } 2732160/-$$

Estimated expenditure for Sec. to Sr. Sec. Students i.e. 2922 @Rs.4.50/- per child per day for 160 days for 1st Oct. 2008 to 30th April 2009

$$=2922 \times 4.50 \times 160 = \text{Rs. } 2103840/-$$

The total estimated expenditure on the basis of the average attendance i.e. 85% which is likely to be incurred for implementing the scheme up to Class VIII the period 1st Oct. 2008 to to 30th April 2009 :

$$\begin{aligned} &= 85\% \text{ of Rs. } 9428560/- \text{ (Nur. } 1062400+ \text{ Pry. } 5634000+ \text{ Middle } 2732160) \\ &= \text{Rs. } 8014276/- \\ &= \text{Rs. } 80 \text{ Lacs (say)} \end{aligned}$$

The total estimated expenditure on the basis of the average attendance i.e. 85% which is likely to be incurred for implementing the scheme for the student of classes IX to XII for the period 1st Oct. 2008 to to 30th April 2009 :

$$\begin{aligned} &= 85 \% \text{ of Rs. } 2103840 \\ &= \text{Rs. } 1788264/- \end{aligned}$$

The total estimated expenditure on the basis of the average attendance i.e. 85% which is likely to be incurred for implementing the scheme for the student Nur. to Class XII for the period 1st Oct. 2008 to to 30th April 2009 :

**The total estimated expenditure =85% of Rs. 11532400/-
(1062400+5634000+2732160+2103840)
=Rs. 9802540/-
=Rs. 98 Lacs (say)**

There is a budget provision of Rs. 130 Lacs (Plan Rs.70 Lacs & Non Plan Rs.60 Lacs) under the Head of account D.1.10.9(1) in B.E. 2008-09. The expenditure which will incurred for implementing the scheme Nur. to class VIII will be charged under the Plan Head while for IX to XII classes will be borne by NDMC at its own under the Non Plan Head.

8. Comments of the Finance Department on the subject :

We agree to the proposal of the department for laying before the Council for decision regarding benefit of the scheme up to VIII level only on the analogy of GNCT of Delhi or up to the Sr. Secondary level giving the financial implications of both the options at the enhanced rate. The policy on enhancement of rates/per day/per child be also enclosed with the draft agenda.

9. Comments of the department on comments of Finance department

The department is laying the proposal before the Council for decision regarding benefit of the scheme up to VIII level on the analogy of GNCT of Delhi and up to the Sr. Secondary level giving the financial implications of both the options at the enhanced rate.

10. Legal implication of the subject/project

Hon'ble Supreme Court of India in the case titled WP(C) 196/2001 [PUCL V/s Union of India & Others] directed the state / Union Territory Governments to implement the mid-day-meal scheme by providing each child in every Government and Government assisted primary schools with a prepared mid day meal with a minimum content of 300 calories and 8-12 gms. of protein each day of scheme for a minimum of 200 days.

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

a) Council resolutions No. 16(M-1) dated 02-07-04

Resolved by the council that Revamped mid day meal scheme 2004-05 as proposed in the preamble is approved by according administrative approval and expenditure section amounting to Rs. 92,84,100/- for this scheme.

It was further resolved by the Council that the existing contract of the mid day meal scheme be continued till 31-08-04 or the date of implementation of new proposed revamped mid day meal scheme whichever is earlier on the same term & conditions as specified in the existing contract.

b) Council resolutions 12(M-2) dated 27-04-05

Resolved by the council that administrative approval and estimated expenditure for an amount of Rs. 85 lacs for supply of mid day meal @ Rs.2/- per child per day with 100gm. Free food grain for Primary school children and Rs.2.50 per day per child without free food grain for Nursery school children of NDMC and NDMC aided schools for above 200 days during the year 2005-06 is under mid day meal scheme is accorded.

c) Council resolutions 13(M-3) dated 19-05-06

Resolved by the Council that mid day meal scheme for the academic session 2006-07 as proposed in the preamble and administrative approval and estimated expenditure sanction for an amount of Rs.76 Lacs @ Rs.2/- per child per day with 100gms free food grain Primary school children and a flat rate i.e. @ Rs.2.50 per day per child without free food grain for Nursery school children of NDMC and NDMC Aided schools for about 220 days up to 30th April 2007, is approved.

Further resolved by the Council that all the members of the Council shall be special invitees of the Committee, comprising of Head of the Institution, Domestic Science Teacher and PTA member, to check the quality of food.

d) Council resolutions 10(M-1) dated 18-07-07

Resolved by the Council that Mid day meal scheme for the academic session 2007-08 as proposed in the preamble for extending the benefit of the mid day meal scheme up to Sr. Sec. Level, is accorded.

Further resolved by the Council that the administrative approval and estimated expenditure sanction amounting to Rs. 1,16,92,890/- for supply of mid day meal in NDMC & NDMC Aided schools for implementing the scheme up to Sr. Sec. level as per rate/Nutritive value/Weight as proposed in the permeable, is also accorded.

12. Comment of the Law department on the subject/project :

No legal issue is involved in the Agenda item at this stage ,office has our concurrence . However, department may ensure that facts and figures mentioned therein are as approval of the competent authority.

13. Comments of the department on the comments of Law department

Fact and figures are in accordance to the available record.

14. Recommendation :

Mid day meal scheme for the academic session 2008-09 for the period 1st Oct.2008 to 30th April 2008 as proposed in the preamble may be implemented in NDMC & NDMC Aided Schools for the students of Nur. to Class XII. Administrative approval and estimated expenditure sanction for an amount of Rs. 98 Lacs as per the following proposed rate/Nutritive value/weight of the cooked meal mentioned against the each category as given below :

Category of the students	Rate per day per child	Requisite Nutritive value	Approx. Weight of cooked meal
Nursery	Rs.2.50	450 calories 10 Gms. Protein	250 Gms. to 300 Gms.
Primary	Rs.2.50 with 100 gms. of free grain subsidy i.e. wheat/rice	450 calories 12 gms. protein	300 Gms.
Middle	Rs.3/- with 150 gms. of free grain subsidy i.e. wheat/rice	700 calories 20 gms. protein	350 Gms.
Sec. & Sr. Sec.	Rs.4.50/- *	700 calories 20 gms. protein	350 Gms.

COUNCIL'S DECISION

Resolved by the Council that the Mid day meal scheme for the academic session 2008-09, for the period 1st Oct.2008 to 30th April 2008, as proposed in the preamble be implemented in NDMC & NDMC Aided Schools for the students of Nursery to Class XII.

It was further resolved by the Council to accord administrative approval and estimated expenditure sanction for an amount of Rs. 98 Lacs, at the proposed rates/Nutritive value/weight of the cooked meal as mentioned in para 4.1 of the preamble, against each category.

ITEM NO. 07 (M-4)

- 1. Name of the Subject/Project:** "Provision for Leasing of Computer Hardware & Connected accessories in 9 NDMC/Navyug Labs & Outsourcing of teaching of Computer-science, Informatics Practices subjects at +2 Level & Awareness cum Literacy of Computers in class VI to class X in NDMC/Navyug schools under NDMC commencing from the academic year 2008 – 2009"
- 2. Name of the deptt./deptts. concerned :** Education Department.
- 3. Brief history of the subject/project:** NDMC/Navyug schools are imparting Computer Education as an awareness cum learning of computers from class VI to X and as a subject, Computer Science & Informatics Practices, in classes XI & XII. To cover all Middle Schools 8 more labs have been constructed of which 7 are in NDMC Middle Schools & 1 in Navyug Secondary School Vinay Marg where 1 NDMC Lab is upgraded. To equip these 9 computer labs with hardware & manpower in all NDMC/Navyug Schools Edn. Deptt. floated a tender for outsourcing as per Council decision. The Council deferred the Agenda and suggested that deptt. should examine the option of outsourcing school labs with Hardware and manpower on the same line as adopted by Dir. School Edn. GNCTD. Accordingly the case has been taken up by the deptt. and is resubmitted for consideration
- 4. Detailed proposal on the subject/project.**

To equip 9 computer labs (8 NDMC and 1 Navyug School) with Hardware, the Education Deptt. placed a case before the Council for the procurement of Hardware in - house through IT deptt. and appointing teachers on contract basis as per agenda Item No.3 (M-4) dated 21/06/2006. The proposal was rejected and the Council suggested to examine the outsourcing of Hardware and its maintenance along-with provision of computer teacher vide agenda item no. 7 (M-6) dated 20/09/2006. It was also suggested that the requisition sent to DSSSB for regular appointment of teachers may be withdrawn.

In line with the Council decision No. Item -7(M-6) dt.20/9/06 for outsourcing of Hardware and provision of teachers in NDMC/Navyug Schools, the deptt. issued an NIT on dated 20/11/2006. Seven companies purchased the tender documents out of which only three companies submitted their offer. The Evaluation of the Technical Bids was carried out on the parameters indicated in the Evaluation Criteria of tender document. The Technical Evaluation revealed that there was no match among the three offers received with respect to their expertise in the field. The Technical Sub-Committee in its meeting on 17/2/2007 decided to re-tender after slight modification in the Eligibility Criteria and other terms & conditions in the existing tender document i.e. to bring them at par with the existing practice in NDMC.

A fresh NIT on 08/07/2007 with modified terms and conditions duly vetted by Fin. & Law deptt. was published. Two companies namely M/s Computer Clinic India Pvt. Ltd. & M/s NIIT Ltd. participated in the bidding process. After evaluation of technical bids on 22/08/2007, M/s NIIT Ltd. emerged as the single eligible tenderer who submitted their rates and met the eligibility criteria. The Commercial Bid of M/s NIIT Ltd. being a single contender was opened on 10/9/07 after having got the approval of the competent authority. The quoted rate in the Commercial Bid of M/s NIIT Ltd. was Rs.7,85,003/- (per month) amounting to Rs.3,76,80,096/- for 4 years.

A Committee consisting of Addl. F.A., Dir.(IT), Dir.(Edn.) and Dir.(GA) was constituted with the approval of the Chairman, NDMC for examining the justification of the quoted rates in the Commercial Bid submitted by M/s NIIT Ltd. The said Committee in its meeting held on 19/12/07 decided to have the justification from Dir.(IT) being equipped with qualified professionals in the line for having reasonability of rates from the market and the trend of rates for similar nature of works. Accordingly the IT Department obtained rates from M/s G S Technologies and M/s Anupam Enterprises and on comparison it was found that the rates of M/s NIIT Ltd. are lowest. The Technical Sub-Committee therefore, proposed to award the said work to M/s NIIT Ltd. in its meeting held on 11/03/2008 at a cost of Rs.3,76,80,096/-.

Before the award of work to M/s NIIT Ltd. the same justification/clarification from M/s NIIT Ltd. was obtained as per observation of Fin. Deptt. After having received the clarification from M/s NIIT Ltd., it has been observed that there have been some variations/ discrepancies/ anomalies in their calculations. As per latest clarification submitted by M/s NIIT Ltd. , placed in file they have shown a net reduction of Rs.8,73,024/- in their offer. However, the deptt. took note of monthly cost as per the commercial bid and the cost mentioned in the clarification received on 28/4/08. Accordingly, a comparative statement of 3 Heads namely: Hardware leasing cost, AMC cost, Internet/consumables and service cost was prepared for 48 months. It has been found that the total amount reduced is Rs.26,57,616/- instead of Rs.8,73,024/- (**Annexure-I**) (**See page 49**). Accordingly, the cost benefit analysis along with this reduction of rate of Rs. 26,57,616/- was submitted to Finance deptt. for concurrence thereby bringing down the original quoted rate in the commercial bid of Rs.3,76,80,096/- to Rs.3,50,22,528/-.

5. Financial implications of the proposal/subject:

Rs. 3,50,22,528/- (Rs. Three Crore Fifty Lac Twenty Two Thousand Five Hundred And Twenty Eight Only) for 9 NDMC/Navyug Labs as per quoted rate of i.e M/s NIIT after arithmetical clarifications.

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

Signing of Contract	:	Day 1
Commissioning of systems & other Infrastructure & commencement of work	:	30 days from the date of signing the contract

7. Comments of the Finance deptt. on the subject : Finance has concurred to the proposal vide diary No. 1366 dated 20.06.2008 and diary No. 1737 dated 09.07.2008. They have further observed that the matter regarding giving promotions to eligible regular teachers numbering four as per RRs be also placed before the Council for decision, So that monitoring of Project could be done by the Department staff side by side.

8. Comments of the Deptt. on comments of Finance Deptt. : Necessary corrections as suggested by Finance Deptt. have been incorporated in the Agenda. Also, observation made by Finance Deptt. is agreed upon.

- 9. Legal implication of the subject/project :** No legal issue is involved .
- 10. Comments of the Law deptt. on the subject :** Has been concurred by Law Deptt.
- 11. Comments of the Deptt. on comments of Law Deptt. :** Not applicable.
- 12. Details of previous Council Resolutions, existing law of Parliament and Assembly on the subject :**
- i) Council Resolution No.3 (M-4) dated 21/06/2006
 - ii) Council Resolution No. 7(M-6) dt. 20/9/06
- 13. Recommendation :** The case is submitted for accord of approval to :
- (1) Administrative approval and expenditure sanction of Rs. 3,50,22,528/- (Rs. Three Crore Fifty Lac Twenty Two Thousand Five Hundred And Twenty Eight Only) may be accorded to be charged against Head of A/c D.1.1.13.
 - (2) Acceptance of tender.
 - (3) Award of work to M/s NIIT Ltd. on the quoted rate i.e Rs. 3,50,22,528/- (Rs. Three Crore Fifty Lac Twenty Two Thousand Five Hundred And Twenty Eight Only)
 - (4) Agreement with NIIT for Navyug School Vinay Marg be made by NSES(Navyug School Education Society) separately. Also the billing of Navyug School for Hardware & Teachers be raised separately in the name of NSES and payment to be made by NSES to M/s NIIT.
- 14. Draft Resolution :**

Resolved by the Council for Leasing of Computer Hardware & Connected accessories in 9 NDMC/Navyug School Labs & Outsourcing of teaching of Computer-science, Informatics Practices subjects at +2 Level & Awareness cum Literacy of Computers in class VI to class X in NDMC/Navyug schools under NDMC commencing from the academic year 2008 – 2009.

Further, resolved by the Council to accord Administrative Approval & Expenditure Sanction amounting to Rs. 3,50,22,528/- (Rs. Three Crore Fifty Lac Twenty Two Thousand Five Hundred And Twenty Eight Only) at quoted rate of M/s NIIT Ltd.

It is further resolved by the Council to accept the tender of "Provision for Leasing of Computer Hardware & Connected accessories in 9 NDMC/Navyug Labs & Outsourcing of teaching of Computer-science, Informatics Practices subjects at +2 Level & Awareness cum Literacy of Computers in class VI to class X in NDMC/Navyug Schools under NDMC commencing from the academic year 2008 – 2009" and award the work to

M/s NIIT Ltd. at their quoted rate of Rs.3,50,22,528/- (Rs. Three Crore Fifty Lac Twenty Two Thousand Five Hundred And Twenty Eight Only).

Further resolved by the Council that the department may take action in anticipation of confirmation of the minutes by the Council. However payments would be released only after the formal approval of minutes.

COUNCIL'S DECISION

Resolved by the Council to accept the tender of M/s NIIT Ltd. at their quoted rate of Rs.3,50,22,528/- for the work of "Provision for Leasing of Computer Hardware & Connected accessories in 9 NDMC/Navyug Labs & Outsourcing of teaching of Computer-science, Informatics Practices subjects at +2 Level & Awareness cum Literacy of Computers in class VI to class X in NDMC/Navyug Schools under NDMC for a period of four years commencing from the academic year 2008 – 2009".

Further, resolved by the Council to accord Administrative Approval & Expenditure Sanction amounting to Rs.3,50,22,528/-, for award of work to M/s NIIT Ltd. at their quoted rates subject to the following certifications:

- (i) Finance Department will ensure that the Department should certify that the cost of the work is competitive and reasonable,
- (ii) Department will certify that the work includes teaching cost, all cost of maintenance of hardware/software and that the NDMC's liability is 'Nil' in all respects. The MOU to be signed with M/s NIIT shall specifically lay down that NDMC's liability in all respects will be "NIL".

It was also decided that the department may take action in anticipation of confirmation of the minutes by the Council. However, payments will be released only after the confirmation of the minutes by the Council.

ANNEXURE-I**COST COMPARISION/CALCULATION**

Particulars	Monthly cost as per commercial bid (Rs.)	Revised Monthly cost (new) (Rs.)	Remarks
1	2	3	4
H/W leasing cost	63,832/-	58,611/-	Acceptable (lower than the quoted rate in commercial bid).
AMC cost internet, consumables	50,526/-	87,704/-	Not acceptable as the revised monthly cost cannot exceed the quoted rate of commercial bid
Service Cost (i.e. Faculty, Salary, courseware, teachers training etc.)	6,70,645/-	6,20,499/-	Acceptable (lower than the quoted rate in commercial bid).
Total (48 months)	3,76,80,096/-	3,50,22,528/	Acceptable (lower than the quoted rate in commercial bid).

ITEM NO. 08 (B-11)

1. NAME OF WORK: Rationalization of Procedure for procurement of Major Materials.

2. DEPARTMENT: Electricity Department

3. BRIEF HISTORY OF THE CASE: Material procurement in Electricity Department is through the process of tendering system which involves preparation of NITs, publicity of tender, evaluation of techno-commercial bids, meeting of Technical Evaluation Sub-committee, evaluation of financial bids, examination of tender cases in the Planning, concurrence of finance, negotiations with the supplier firms and approval of Chairperson/Council for purchase. At each stage of tendering process, a number of codal formalities are required to be completed to comply with the requirement of tendering procedures and standing guidelines as per CPWD Manuals, CVC Guidelines/provisions of GFR-2005. The steps involved are time consuming as scrutiny of voluminous documents, having techno-commercial bearing, need a thorough examination at every level.

Whereas CPWD manual specifies a set time frame for tender process to be completed, however in actual practice it is seen that the time consumed is much more than what is stipulated and rarely the time schedule prescribed is adhered to in dealing with tender cases of tailor made items specially HT/LT switchgears, transformers, cables etc. In many of the cases during the intervening period of opening of tender and finalization, the cost of basic raw material increases in the open market and the participating firms do not extend the validity with the result tender cases are dropped which makes entire process futile.

4. DETAILED PROPOSAL ON THE SUBJECT: The Council vide Resolution No.33 (B-29) dated 17.10.2007 accorded in principal approval to process purchase cases amounting to Rs.223 Crores for material as per assessment of constituted committee to prepare road map for revamp of electrical system in NDMC area. Items such as HT/LT cables, feeder pillars, 33 KV/HT/LT cables, HT/LT switchgears, unitized substations, dry type transformers, dry type maintenance free battery etc were included for purchase as a future requirement of material for revamp of the electrical system in NDMC area. The procurement of material as detailed in the brief history of the proposal is generally done in the department on open tendering basis. Generally purchase action is initiated when the estimates are sanctioned or are under sanction. This necessitates initiating purchase cases time and again. As most of the materials are specialized items and specific to our requirement detailed specifications/tender documents have to be prepared and tenders invited in 3 cover system and the tendering process has to be dealt to comply the codal provision and guidelines for tendering. All these being time consuming processes, cause delay in finalization of the tender in most of the cases.

Considering above Shri Y.P. Singh, Advisor (Power) and Shri R.N. Mathur, Advisor (Elect.) had put up a note for rationalization of procedure for procurement of major material and the same was discussed in the meeting of Empowered Committee held on 12.5.08 at 4.00 PM in the Council Room and following decisions were taken:-

1. The Rate Contract may be made for the items as per **Annexure-I (See page 53 - 54)** after considering the requirement for the next 2-3 years.
2. CE (E) may ensure that the action taken as per Resolution No.33 (B-29) dated 17.10.2007 is taken into consideration while determining the requirement of material, conditions of contract and specifications in each case.

3. Tenders as per the normal tendering procedure be invited for each item separately. For this purpose the tender conditions/specifications may be suitably amended to suit the requirement of Rate Contract with the concurrence of the Finance and Law Departments. The quantity deviation clause should also be suitably amended considering that these rate contracts will be for a period of 2-3 years and deviation of quantity can be more than that in tenders for purchase for individual cases. The price variation clause should be kept such that they are mutually acceptable and suited to the NDMC's requirement. The proposal for the rate contracts for individual item should be got approved from the Council after the concurrence of Finance. The indent for the requirement of individual project will however be placed with the firm with the approval of the Chairperson after the main Rate Contract is approved by the Council.

5. **FINANCIAL IMPLICATION: Rs. 223 Crores (Two Hundred Twenty Three Crores)** already approved by Council vide item No. 33 (B-29) dated 17.10.07

6. **IMPLEMENTATION SCHEDULE:** On receipt of approval of Council, NITs for entering into Rate Contract in respect of material as per Annexure-I would be initiated and quantity of material will be procured in parts spread over a period of 2 to 3 years so that same is utilized immediately on receipt of material in stores.

7. **COMMENTS OF FINANCE DEPARTMENT:** As the matter already stands discussed in Empowered Committee, no comments are offered.

8. **COMMENTS OF DEPARTMENT ON COMMENTS OF FINANCE DEPARTMENT:**
N/A

9. **LEGAL IMPLICATIONS:** N/A

10. **DETAILS OF PREVIOUS COUNCIL'S RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT:** Case was placed in the previous meeting held vide item No. 24 (B-4) on 21.05.08, but was deferred to be noted in next Council Meeting after due consultation with Finance & Law Department.

11. **COMMENTS OF LAW DEPARTMENT:** Law Deptt. has no comments to offer.

12. **COMMENTS OF DEPARTMENT ON COMMENTS OF LAW DEPARTMENT:** N/A

13. **CERTIFIED THAT ALL THE CVC GUIDELIES ON THE SUBJECT HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE:**
It would be ensured while tendering.

14. **RECOMMENDATIONS OF THE DEPARTMENT:** Case is placed before the Council for acceptance of recommendations of the Empowered Committee in its Meeting held on 12.5.2008 as detailed above.

DRAFT RESOLUTION :

Resolved by the Council that approval to call tender as per normal tendering procedure for entering into Rate Contract for a period of 2-3 years in respect of material indicated in Annexure-I of Agenda at an estimated cost with in Rs. 223 Crores, already approved by Council vide item No. 33 (B-29) dated 17.10.07 for making availability of material for proper utilization against sanctioned estimates, is accorded as recommended by the Empowered Committee in its Meeting held on 12.05.08 at 4.00 PM in the Council's Room regarding rationalization of procedure for procurement of major materials for Electricity Department.

COUNCIL'S DECISION

The Council appreciated the idea and resolved to approve the Department's proposal, as recommended by the Empowered Committee in its meeting held on 12.05.2008, regarding rationalization of procedure for procurement of major materials for Electricity Department, by call of tenders as per normal tendering procedure for entering into Rate Contract for a period of 2-3 years in respect of the material indicated in Annexure-I of the Agenda at an estimated cost of below Rs.223 Crores, already approved by the Council vide Item No.33 (B-29) dated 17.10.2007, with a view to facilitate ready availability of material against sanctioned estimates.

ANNEXURE-I**MAJOR MATERIAL FOR RATE CONTRACTS FOR THE REQUIREMENT OF NEXT 2-3 YEARS**

S. No.	Name of Item	Quantity (Required for next 2-3 Years)
01.	Transformers (Dry Type) i) 1500/1600 KVA ii) 1000 KVA	25 Nos. 150 Nos.
02.	HT XLPE Cable 11 KV (Armoured) i) 400 sq.mm ii) 300 sq.mm iii) 150 sq.mm	200 Km 20 Km 20 Km
03.	LT XLPE Cable (Armoured) i) 400 sq.mm x 3.5 c ii) 300 sq.mm x 3.5 C iii) 185 sq.mm x 3.5 C iv) 95 sq.mm x 3.5 C v) 50 sq.mm x 3.5 C vi) 25 sq.mm x 3.5 C vii) 16 sq.mm x 4 C viii) 16 sq.mm x 2 C ix) 10 sq.mm x 2 C	100 Km 30 Km 20 Km 30 Km 40 Km 50 Km 60 Km 20 Km, 25 Km
04.	HT (SF6) 11 KV Panels 350 MVA (SF 6 Vaccum) i) Incoming 1250 A ii) Outgoing 630 A iii) Bus Coupler 1250 A iv) Isolators	200 Nos. 200 Nos. 50 Nos. 10 Nos.
05.	LT ACB Boards i) 1600/1500 KVA ii) 1000 KVA	20 Boards 65 Boards
06.	Unitized Sub-station 990 KVA	10 Nos.
07.	Transformer Oil	100000 Litres
08.	Heat Shrink Jt. Kit 11 KV (End Termination/Straight Joints) i) 400/300 sqmm ii) 150 sq.mm iii) 70 sq.mm	800 Nos. 100 Nos. 50 Nos.
09.	Heat Shrink Kits (LT) i) 400/300 sq.mm ii) 185 sq.mm iii) 95 sq.mm iv) 25 sq.mm	1000 Nos. 300 Nos. 400 Nos. 1000 Nos.
10.	General Supply Pillars i) Big Size ii) Medium Size iii) Small Size	400 Nos. 100 Nos. 50 Nos.

11.	Fuse Bases (Siemens Type) i) 630 A ii) 400 A iii) 250 A	12000 Nos. 15000 Nos. 2000 Nos.
12.	Rewireable Fuse Bases i) 100 A ii) 63 A iii) 32 A	10000 Nos. 10000 Nos. 5000 Nos.
13.	Earthing Kits i) Copper Plate ii) G.I. Pipes	200 Kits 1500 Kits

ITEM NO. 09 (G-2)1. **Name of the Subject/Project** :

Power Exchange Platform/India Energy Exchange ____ Membership Of

2. **Name of the Department/Departments concerned:**

Commercial & Power Department.

3. **Brief History of the Subject/Project**

Pursuant to CERC's notification, the first power exchange i.e., Indian Energy Exchange (IEX) has been setup and is operational since 27.6.08. The rules and regulations for India Energy Exchange (IEX) has already been approved by CERC. The Indian Energy Exchange (IEX) permits all participants who are connected to grid, to operate through a member. The participants shall avail the service of a member for exchange of power at IEX at best price.

4. **Detailed proposal on the subject/project** :

The Power Exchange shall act as neutral, unbiased platform by serving as a one stop shop, having scheduled coordination with settlement handling and easy physical delivery. It shall provide payment guarantee, credit risk management and above all transparent price discovery mechanism. The member in the power exchange shall submit anonymous bids thereby resulting into a market driven transparent price discovery.

The Power Exchange shall initially operate on day ahead power trading basis on physical delivery only and shall include bank holidays and Sundays. All powers for exchange are to be bid on the exchange platform by the recognized clearing members subject to fulfillment of margin money. The margin money for all transactions through power exchange shall be 100% with a settlement period as T-1 day.

For trading in power exchange platform, the two options available are:

- i) Direct member or proprietary member – one who exchange power directly.
- ii) Client member of ant trading cum clearing member – Can deal through a member.

The financial implications of the above two options are given below:-

Comparison of Charges

		Direct Membership	Client Member of PTC
1.	Admission Fee	Rs. 35 Lakhs	Nil
2.	Security Deposit	Rs. 25 Lakhs	Nil
3.	Processing Fee	Rs. 10,000/-	Nil
4.	Annual Subscription Fee	Rs. 5 Lakhs	Nil
5.	Annual Subscription Fee	Nil	Rs. 1 Lakh
6.	Hardware Charges + Installation + Lease Line Application	Rs. 1.7 Lakhs	Nil
7.	Margin Money	To be maintained by Member	To be maintained by PTC
8.	Lease line recurring expenses	As per actuals	Nil
9.	Manpower required for trading terminal	05	Nil
10.	Training of Manpower	Lumpsum charges	Nil
11.	Infrastructure for Trading Work Station & Manpower	As required for S. No. 06 & 07	Nil
12.	Bank account required with electronic clearing	02	01
13.	Time given to meet payment obligations	Within 2 and ½ hours daily including holidays & Sunday	Payment to be made after 5 days of receipt of bill
14.	IEX transaction charges	1 paisa per unit	1 paisa per unit
15.	PTC Professional Fee	Nil	4 paisa/unit *

*PTC have offered a rebate of one paisa per ;unit of energy traded on the professional fee vide letter no. PTC /PX/4223dated 11/07/08. the said letter shall form part of the agreement. **(Annexure I) (See page 58)**

From the above it is clear that the client member is much inexpensive, flexible and simple to operate for a small distribution utility from its own short term exchange than a full member.

M/s PTC has already agreed for reimbursement of the client registration fee of Rs. 1,00,000/- (One lakh) with the first bill payment of NDMC.

5. **Financial implications of the proposed/subject** :

Financial implications are given in the comparison of charges for client member of PTC. Besides PTC has already agreed for reimbursement of the client registration fee of Rs. 1 Lakh with the first bill. The treatment of apportionment of tax and price of power would remain same as no additional tax is being collected in energy market for dealing with short duration transfer of power.

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

The proposal is to enter into in agreement with PTC as a client member so that power exchange platform could be effectively used by NDMC.

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

Financial Advisor's views are: "As was established in the deliberations there are benefits of being a member of the Exchange. We have an existing agreement with PTC India Ltd. Hence we can become a client member if otherwise permissible under the extant regulatory rules".

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

The Department agrees with the views of Finance.

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

19(G-9) dt. 19.12.2007 for appointment of an agency to manage Bulk Power Supply allocated to NDMC.

10. **Comments of the Law Department :**

The proposal is up for entering into an agreement with PTC as client member and does not involve any Law point.

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

Agreed.

12. **Recommendations :**

In view of above recommendations, the case is laid before the Council for approval of the following proposal :

"To get NDMC registered with PTC as client member for exchange in Indian Energy Exchange by paying a registration fee of Rs. 1 lakh which shall be reimbursed by PTC to NDMC with the first bill for exchange of power and enter into an agreement with PTC as per enclosed draft of agreement" **(Annexure II) (See pages 59 - 64)**

COUNCIL'S DECISION

Resolved by the Council to approve NDMC's registration with PTC as a Client Member for exchange in "Indian Energy Exchange" by paying a registration fee of Rs.1 lakh, which shall be reimbursed by PTC to NDMC with the first bill for exchange of power. The Council also approved entering into an Agreement with PTC subject to the condition that the final agreement shall be vetted by the Law Department before signing.

ANNEXURE - I

Ref PTC/PX/4223

dated 11.07.08

To,

The Director Commercial
New Delhi Municipal Council
Room No. 2 Mezzanine floor
Palika Kendra,
Sansad Marg, New Delhi-110001

Sub :- Professional fees to be charged by PTC in the client member agreement with PTC in the power exchange platform.

Dear Sir,

This is with reference to the above subject and the discussions.

In view of our association with NDMC, we agree to a rebate of 1 paisa per unit of energy traded on the professional fees to be charged by PTC for IEX power exchange related transaction.

Thanking you and assuring you of our best services.

Yours faithfully

Sd
(Sanjeev Mehra)
Sr. Vice President (MTFG)

ANNEXURE - II**MEMBER CLIENT AGREEMENT**
BETWEEN**PTC INDIA LIMITED****AND****NEW DELHI MUNICIPAL COUNCIL**

This Agreement is entered on _____ day of _____ Two Thousand Eight by and between:

PTC India Limited (Formerly known as Power Trading Corporation of India Limited), a limited company incorporated under the Companies Act 1956, having its registered office at 2nd floor, NBCC Tower, 15-Bhikaji Cama Place New Delhi-110 066 (hereinafter referred to as "**PTC**", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **First Part**

and

NEW DELHI MUNICIPAL COUNCIL having its registered office Palika Kendra, Parliament Street, New Delhi-110001, (hereinafter referred to as "**NDMC**", which expressions shall unless repugnant to the context or meaning thereof include its successors in business and permitted assigns) of the **Second Part**.

(Each individually referred as "Party" and collectively referred to as the "Parties")

WHEREAS

- i) The PTC has been established with an objective, inter alia, to carry on the business of purchase of all forms of electrical power from Independent Power Producers (IPPs), Captive Power Plants (CPPs), other Generating Companies, State Electricity Boards etc., for sale to SEBs, Power Distribution Companies, other organisations and bulk power consumers etc., in India and Abroad. The PTC is a "Professional Member" (as defined under Bye-Laws , Rules and Business Rules of India Energy Exchange and Clearing House of Power Exchange) for undertaking transactions for sale/purchase of power on power exchange platform of Indian Energy Exchange Limited (IEX) established under the Guidelines of Central Electricity Regulatory Commission (CERC) having its registered office at Ist Floor, Malkani Chambers , Off-Nehru Road Vile Parle(East), Mumbai- 99 and its Corporate Office at 10th Floor, B-Wing , Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110 001.
- ii) The **NDMC** is desirous to become a "Member Client" (as defined under the Bye-Laws, Rules and Business Rules of India Energy Exchange and Clearing House of Power Exchange) of PTC for sale and purchase of power on IEX power exchange platform through PTC and therefore PTC is desirous to submit sale and purchase bid on behalf of **NDMC** on the terms and conditions as may be specified by NDMC with respect to quantum and price of power from time to time and hereinafter referred as "boundary conditions".
- iii) NDMC is also desirous of utilising "Professional Services" of PTC under this Agreement such as transaction facilitation at Exchange platform, credit facilities, risk management, advisory services and capacity building towards development of manpower for sale or purchase of power through power exchange.
- iv) This Agreement shall be valid for a period of one year from date of starting of operation of power exchange and can be extended further at mutually agreed terms & conditions.
- v) The power shall be supplied and or purchased by NDMC at the delivery point which is the boundary of Northern regional transmission system or as specified by guidelines of India Energy Exchange or as approved by CERC from time to time.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as under:

1. NDMC agrees to utilise Professional Services of PTC.
2. That **NDMC** is willing to sell or purchase power as per the "boundary conditions" on IEX Power Exchange through PTC and therefore PTC is willing to bid for the sale or purchase of the power on behalf of NDMC based on the "boundary conditions" as specified by NDMC on the following general terms and conditions: -

a) Delivery Point:

The Delivery Point for sale of power by **NDMC** or for purchase of power by **NDMC** shall be the periphery of **Northern Regional Transmission System** or as specified by guidelines of India Energy Exchange or as approved by CERC from time to time.

b) Transmission, Scheduling and Operating Charges:

Following Charges shall be payable by the "Member Client":

1. The Transmission Charges for respective Regional Transmission System , as made applicable under the Central Electricity Regulatory Commission(Open Access in Inter-State Transmission) Regulations, 2008.
2. Transmission Charges for the respective State Transmission Licensee, as decided by the concerned State Electricity Regulatory Commission (SERC) as applicable. In absence of any direction or order from the concerned SERC, in this respect, the provisions as stipulated in the Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 shall be applicable.
3. All the scheduling and operating charges of Regional Load Dispatch Centre (RLDC), National Load Dispatch Centre (NLDC) and State Load Dispatch Centre (SLDC) including application money and concurrence charges of SLDC etc. if any for trading in the Exchange up to the delivery point shall be borne by **NDMC**. Such charges shall be based on Central Electricity Regulatory Commission(Open Access in Inter-State Transmission) Regulations, 2008 .
4. Any other charges as specified by CERC and the detailed procedure to be issued by the Central Transmission Utility as amended from time to time.

c) Transaction charges :

- All other charges levied by India Energy Exchange such as transaction charges etc. relating to transactions undertaken by PTC on behalf of NDMC, shall also be reimbursed by NDMC in full to PTC .

d) **Transmission Losses :**

- All the transmission losses up to the delivery point shall be borne by **NDMC**. Any other losses on account of wheeling of power as per the detailed procedure issued by CTU shall also be borne by NDMC.

Bidding & Scheduling:

- i. The procedure for submission of sale or purchase bid on behalf of **NDMC** to the IEX power exchange platform on day ahead basis shall be as follows:
 - **NDMC** shall inform PTC through facsimile or e-mail normally by 10.00 AM on daily basis indicating the availability of power or requirement of power , quantum and period of availability/requirement for different time blocks for the next day with one hour resolution along with the "boundary conditions". **NDMC** may also issue standing instructions to PTC for bidding on their behalf.
 - PTC shall act on the basis of timely instructions received through facsimile or e-mail as mentioned above. PTC shall submit bids at power exchange platform between 10.00 AM & 12.00 PM, in accordance with the procedure laid down by the IEX. However, PTC would be indemnified against the consequential liabilities/ losses which may arise due to any error in communication received through facsimile from NDMC.
 - PTC shall inform the day ahead schedule of power to be sold or power to be purchased by **NDMC** by 3.00 PM or any other time frame as informed by IEX Power Exchange . Any deviation from schedule in real time by NDMC will be treated as Unscheduled Interchange (UI) and settled by NDMC as per the UI mechanism as defined in prevalent CERC order as applicable from time to time.
- ii. The scheduling and Dispatch of the power shall be coordinated by PTC with respective IEX Power Exchange, NLDCs , RLDCs & SLDCs as per the relevant provisions of IEGC and the decisions of NLDCs and RPCs. **NDMC** shall schedule this power in full except in case of curtailment by National/Regional Load Despatch Centre.
- iii. **All the commercial terms and conditions shall be applicable as detailed in the Annexure – III (See pages 65 - 68)**

2. All Notices for Load Dispatch must be delivered by e-mail or facsimile or registered post to the following addresses below:

For NDMC:

Address :
 Attention : Chief Engineer (System Operation & Communication)
 Facsimile No. :
 Telephone No. :

For PTC:

Address : PTC India Limited,
 2nd Floor, NBCC Tower, 15, Bhikaji Cama
 Place New Delhi – 110066.
 Attention : Control Room In Charge
 Facsimile No. : 011 – 41659142
 Telephone No. : 011 – 41659131/26177536(24 hours)

3. All Notices for correspondence and billing/invoices must be delivered by e-mail or facsimile or registered post to the following addresses below:

For NDMC:

Address : New Delhi Municipal Council
 Palika Kendra, Parliament Street,
 New Delhi – 110001.
 Attention : Director (Commercial & Power)
 Facsimile No. :
 Telephone No. : 011 – 41501360 – 70 (Extn. 3624)

For PTC:

Address : PTC India Limited,
 2nd Floor, NBCC Tower, 15, Bhikaji Cama
 Place New Delhi – 110066.
 Attention : Sr Vice President (Operations & Commercial)
 Facsimile No. : 011 – 41659142
 Telephone No. : 011 – 41659136
 Mobile No : 9810012157

4. That a "**IEX Member Client Agreement**" enclosed at **Annexure-II (See pages)** is part of this Agreement and has been executed by both the parties as per the requirements of IEX Power Exchange.

5. Both parties shall be bound by the Bye Laws , Rules and Business Rules of Power Exchange of IEX and the Clearing House of the Power Exchange.

6. That **NDMC** shall not enter into any "Member Client Agreement" or any such Agreement by whatever name it may be called with other members of the power exchange during the tenure of the contract. and PTC shall be the sole authorised party to bid on IEX power exchange platform on behalf of **NDMC** .

7. That **NDMC** and PTC shall obtain necessary approvals and consents of Government(s) / statutory authority (ies) including the standing clearance/ no objection certificate from SLDC that they require for sale and purchase, respectively, of above power.

8. The transactions under this Agreement shall become effective to the extent and for the period the Open Access is provided by NLDC.

IN WITNESS whereof the duly authorised representatives of the Parties have signed on the day and year first hereinbefore written.

For and on behalf of
PTC INDIA LTD

For and on behalf of
NEW DELHI MUNICIPAL COUNCIL

Signature with seal

Signature with seal

Witnesses:

1.

1.

a) Tariff:

i) PTC shall submit bids for sale or purchase of energy on behalf of **NDMC** at power exchange platform as per the "boundary conditions" to be informed by **NDMC** to PTC from time to time. PTC then on the basis of information received from NDMC shall submit bid for the sale or purchase of power to the Power Exchange. PTC shall pay on behalf of NDMC to the IEX Power Exchange the total consideration towards purchase of power including the amount of margin money and transmission charges to NLDC and SLDCs as per provisions of Open Access Regulations 2008 as amended from time to time and any other charges as specified by CERC, SERC or power exchange. PTC shall raise the bill/invoices of such charges to **NDMC** as per billing cycle. The above charges shall be levied per transaction in the power exchange as per approval of NLDC/RLDC/SLDC.

ii) Settlement of "sell" or "buy" transaction shall be done as per the actual price and volume discovered on IEX Power Exchange platform for the NDMC. The actual price as mentioned above is on the energy delivered at the Delivery Point with appropriate adjustment for Transmission Losses as per Para 1 (d) of main Agreement, wherever applicable. The prices as mentioned above is exclusive of any taxes, cess or levies applicable under any law in force at present on the sale or purchase transactions through IEX Power Exchange and these charges if applicable on the above transactions under any law in force shall be borne and paid/reimbursed by NDMC.

b) Client Registration fee:

An annual fee of Rs 1,00,000/- (one lakh) shall be payable by **NDMC** to PTC every year as the same shall be deposited by PTC to IEX power exchange for maintaining the client account every year.

c) Professional Charges :

PTC shall provide a variety of Professional Services to its Clients such as transaction facilitation at Exchange platform, credit facilities, risk management, advisory services and capacity building towards development of manpower for sale or purchase of power through power exchange under this Agreement. The Professional Charges for providing such services shall be 4 (Four) paisa per kwh of energy

transacted i.e. energy purchased and sold through PTC by NDMC on IEX Power Exchange Platform and to be paid by NDMC to PTC. The above Professional Charges are exclusive of any taxes, cess or levies as applicable on it under any Law in force and shall be payable by NDMC in addition. Any taxes/duties/cess such as service tax etc if applicable on "Professional Charges" shall however be reimbursed by NDMC at actuals.

d) Billing Cycle and Billing:

For sale of power, by NDMC, PTC shall raise credit bill(s) on NDMC through fax based on the actual price and volumes of power on each day as scheduled by the power exchange.

For purchase of power by NDMC, PTC shall raise invoice(s) on NDMC through fax based on the actual price and volumes of power on each day as scheduled by the power exchange.

For the purpose of invoices / credit bills, PTC will be raising weekly bills. Each month will be divided into four parts, starting from 00:00 hrs (or any other time decided by Northern Regional Power Committee (NRPC)) of 1th, 9th, 16th and 24th day of the month to 24:00 hrs (or any other time decided by RPC) of 8th, 15th, 23rd and last day of the month respectively.

The invoices/credit bills will be raised on or after 9th, 16th, 24th and last day of the month based on the actual energy data obtained from Power exchange for the energy sold/purchased at delivery point. However, monthly invoice will be raised by PTC/NDMC based on the Regional Energy Account (REA) data issued by Regional Power Committee (RPC).

Invoices for the Professional Charges shall be raised by PTC separately as per above payment schedule and shall be payable by NDMC under this Agreement. Transmission charges or any other charges shall be raised through separate invoice as per the payment schedule mentioned above. .

Any mismatch in energy indicated in REA issued by RPC and the daily scheduled energy, will be taken up/settled by and only after settlement by India Energy Exchange, PTC will give credit / charge for additional energy. Decision of IEX shall be final and binding on both the parties in this regard.

For the purpose of credit billing / invoicing, each bill shall indicate the sale and purchase separately and the net payable / net receivable amount for the billing cycle. However, each purchase and sale shall be treated as a separate transaction for professional fee and payment security etc.

e) Payment Schedule :

Amount due to NDMC shall be remitted by PTC in **NDMCs** current account No.

(to be intimated separately) through electronic transfer, within 5 (Five) days from date of submission of credit bills by PTC. (excluding the date of submission) through fax. In the event of 5th day being a Bank holiday in Punjab, the previous working day would be the due date for payment.

Amount Due to PTC shall be remitted by **NDMC** in PTCs current account No. 01110300000842 and IFSC code – IBKL000011 , IDBI Bank Limited , 19, Surya Kiran Building , K.G.Marg , New Delhi- 110001 through electronic transfer , within 5 (Five) days from date of submission of the invoice by PTC(excluding the date of submission) through fax to NDMC. In the event of 5th day being a Bank holiday in Punjab, the previous working day would be the due date for payment.

f) Surcharge for late Payment :

A surcharge of 15% (Fifteen Percent) per annum shall be payable on all payments outstanding after the 5th day of receiving relevant invoices through FAX by either party. This surcharge would be calculated on a day-to-day basis.

g) Payment Security Mechanism:

NDMC shall provide weekly revolving Letter of Credit(LC) equivalent to 18 days of energy billing based on short term trading tariff in favour of PTC. All LC charges viz. opening, operation/negotiation, recoument etc. shall be borne by NDMC.

f) Scheduling

The power shall be scheduled and dispatched as per the relevant provisions of Inter State Transmission regulations, 2008 by CERC and as amended from time to time. All the schedules at power exchange platform shall be firm and NDMC shall adhere to the schedules of power exchange. CTU/RLDC detailed Procedure for trading and

scheduling in power exchange platform shall be as applicable or as amended from time to time.. PTC shall not be responsible for Unscheduled Interchange (UI) liability and any deviation from schedule in real time will be treated and settled as per existing UI mechanism by NDMC. NDMC and PTC shall provide at least two fax numbers which shall be available on line 24X7 basis.

g) Force Majeure:

Any restriction imposed by NLDC / RLDC of the intermediate region or the RLDC of the importing region on scheduling of power supply shall be treated as Force Majeure without any liability on either side.

h) In case of change in law or restriction imposed by electricity regulator (Central or State) and/or Government (Central or state) and/or Appellate Tribunal on any aspect for sale or purchase of power, the same shall be binding on both the parties.

i) PTC/ NDMC shall not be liable for any Compensation or Penalty under any circumstances under this Agreement.

j) Dispute Resolution Mechanism:

Any disputes or difference, arising under, out of, or in connection with this contract shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereto. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

The decision of the Arbitrator shall be subject to the exclusive jurisdiction of competent Court at New Delhi only.

ITEM NO. 10 (D-1)**RESOLUTION U/S 23 OF NDMC ACT 1994, MOVED BY SMT. TAJDAR BABAR, VICE CHAIRPERSON, SH. MUKESH BHATT AND MS. SIMA GULATI, MEMBERS, REGARDING NON-PASSING MEDICAL REIMBURSEMENT BILLS OF NDMC EMPLOYEES FOR A CONSIDERABLE PERIOD OF TIME.**

Smt. Tajdar Babar, Vice Chairperson, Sh. Mukesh Bhatt and Ms. Sima Gulati have moved a Resolution u/s 23 of the NDMC Act 1994, regarding non-passing of medical reimbursement bills of NDMC employees for a considerable period of time. The same is reproduced as under for consideration of the Council.

"The problems regarding non-passing of medical reimbursement bills for a considerable time are frequently brought to the notice of the under signatories by the employees as well as by the Union representatives. It is learnt that there is a huge backlog of bills to be passed for medical reimbursement due to lack of sufficient number of staff in the accounts department for the said work and hence a considerable delay of 6-8 months is generally complained of. Due to this considerable delay, the treatment of a patient of chronic disease is seriously affected on account of financial constraint with the employees. Delay in passing of bills may also cause corruption in the expectation of early passing of the bills by the employees.

Similarly, considerable delay is also noticed in passing of medical reimbursement bills by the Accounts Division of Charak Palika Hospital where claims of other hospital are generally settled. Palika Kendra Building being the concentration point of majority of employee, passing of medical reimbursement bills/claims at CPH are often criticized by the employees as they have to suffer under harassment and loss of time & money on account of frequent visit to CPH to know the status of their bills/claims. When their bills are passed by CPH, the same is sent to the Treasury at Head Quarter for drawal of cheques and thereafter, the cheques are sent to CPH for disbursement and hence, a lot of time consumes in this lengthy process. Time and again it is questioned why not the bills are passed/cheques delivered at Head Quarter?

Other problem which is generally complained of, is the refund/final credit of vouchers due to non-acknowledgement of date of passing of the bills to the employees who are posted outside the Palika Kendra Building. The same situation is also prevalent in Charak Palika Hospital where bills are passed and vouchers refunded/finally credited due to non-acknowledgement of the date of passing of bills to the concerned employees. It is also a matter of concern and the same needs to be rectified.

Keeping in view of the above, "it is resolved that

- I) The work of passing of medical reimbursement claims of employees (retired/serving) and also the bills raised by the empanelled hospitals for OPD/IPD treatment be centralized at Head Quarter and a separate cell be created for both empanelled hospital or other hospitals under the direct supervision of a Chief Medical Officer who will work under the overall control of Medical Officer of Health (as both belong to medical profession);
- II) Each and every medical reimbursement claim of NDMC employees (retired/serving) presented to the Accounts Department be ensured to be passed within a period of seven days from the date of receipt of the claim;
- III) Sufficient number of staff be posted immediately for the said purpose to undertake this voluminous task to avoid undue delay;
- IV) To avoid undue delay on account of refund/finally credit of vouchers due to non-acknowledgement of the date of passing of claims to the employees, a mechanism be evolved to credit the payments directly in the bank accounts of the employees."

COUNCIL'S DECISION

The Council decided that the concerned Department be asked to examine the reasons for delay, if any, and to take remedial measures. The Department shall place the facts of the matter before the Council, at the earliest.

ITEM NO. 11 (C-16)**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 June 2008, 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 72 - 90).**

COUNCIL'S DECISION

Information noted.

ANNEXURE ENDS

ITEM NO. 12 (P-1)**1. NAME OF THE SUBJECT/PROJECT**

Release of Aanchal School by SKS to NDMC being an isolated & specialized Institution.

2. NAME OF THE DEPARTMENT/DEPARTMENTS CONCERNED

New Delhi Palika Parishad Samaj Kalyan Samiti, registered under the Societies Registration Act XXI of 1860 vide certificate of Registration No.S-28786 dated 22.12.95. This Society is funded by NDMC.

3. BRIEF HISTORY OF THE SUBJECT/PROJECT AND JUSTIFICATION

The Samaj Kalyan Samiti was registered as New Delhi Palika Parishad Samaj Kalyan Samiti, under the Societies Registration Act XXI of 1860 vide certificate of Registration No.S-28786 dated 22.12.95.(copy of Registration Certificate). Establishment of Samiti was noted by Council vide Item No.3 (vi) of Ordinary Adjourned Meeting dated 27.01.1999. This society had been established with a view to manage the welfare institutions and to promote other welfare activities to meet the needs of vulnerable sections of society such as physically and mentally challenged, old and infirm, as also for promoting schemes related to women. Sandhya, Swati, INH, FFH & Aanchal/Pawan School were transferred from NDMC to Samiti.

In order to revamp the affairs of the 'Samaj Kalyan Samiti', Chairperson, NDMC/SKS has formed two Sub-Committees viz. (1) 'Sub-Committee on Accounts & Finances of SKS' headed by the Financial Advisor, NDMC. (2) 'Sub-Committee on the Personnel issues of SKS' headed by the Chief Auditor, NDMC. It has been recommended by these Committee that Aanchal, being a specialized School be returned to NDMC. These recommendation is acceptable to SKS.

4. DETAILED PROPOSAL ON THE PROJECT/SUBJECT

Since 37 out of 40 employees of Aanchal are on the strength of Council, the proposal to return Aanchal to Council is administratively and financially feasible.

5. FINANCIAL IMPLICATIONS OF THE PROPOSED/PROJECT/SUBJECT

As on date 37 out of 40 employees of Aanchal are drawing their salary etc. from NDMC. Further Civil and Electric maintenance works of the building is being carried out by respective department/divisions of NDMC. Hence, no material financial implication.

6. IMPLICATION SCHEDULE WITH TIMELINESS FOR EACH STAGE INCLUDING INTERNAL PROCESSING.

Aanchal shall be return to NDMC with effect from 01/07/2008.

7. COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT

Finance does not have any objection to the proposal in view of the financial implication being not material. However, the modalities of actual return should be finalized in consultation with all concerned and after obtaining the views of the Finance Department.

8. COMMENTS OF THE DEPARTMENT ON COMMENTS OF FINANCE DEPARTMENT

The society shall adhere to the advise of the Finance Department.

9. LEGAL IMPLICATION OF THE SUBJECT/PROJECT

There are no legal implications.

10. DETAIL OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT

Council vide Item No.3 (vi) of Ordinary Adjourned Meeting dated 27.01.1999.

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

There are no law points involves.

12. COMMENT OF THE DEPARTMENT ON THE COMMENTS OF LAW DEPARTMENT

N.A.

13. RECOMMENDATIONS

The information was noted by the Council.

COUNCIL'S DECISION

The decision to return the Anchal School to NDMC by SKS was noted by the Council.

ITEM NO. 13 (C-17)**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 May, 2008 had already been included in the Agenda for the Council Meeting on 18.06.2008.

A report on the status of execution of the ongoing schemes/works awarded upto June, 2008 is placed before the Council for information. **(See pages 94 - 124).**

COUNCIL'S DECISION

Information noted.

(VIKRAM DEV DUTT)
SECRETARY

(PARIMAL RAI)
CHAIRPERSON

Annexure 94 – 123 pages

Annexure endui