

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI.

COUNCIL'S MEETING NO. 12/2010-11 DATED 23.02.2011 AT 3-00 P.M.

Arrangement of business

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ITEM NO. 01 (C- 33)

Confirmation and signing of the minutes of the Council's Meeting No. 11/2010-11 held on 31.01.2011 **(See pages 3)**.

COUNCIL'S DECISION

Minutes confirmed.

MINUTES OF THE FIRST MEETING OF THE RECONSTITUTED NEW DELHI MUNICIPAL COUNCIL CONVEND BY THE ADMINISTRATOR /LT. GOVERNOR AT RAJ NIWAS NEW DELHI ON 31/01/2011 AT 3-30 P.M.

ITEM NO. 01 (C-32)

**FIRST MEETING OF THE NEWLY CONSTITUTED COUNCIL
OATH TAKING BY MEMBERS**

In exercise of the powers conferred by Sub-section 1 of Section 3 and Section 4 of the New Delhi Municipal Council Act, 1994 (44 of 1994), Ministry of Home Affairs, Govt. of India, vide their Notification No. S.O.101(E) dated 18th January, 2011 have reconstituted the Council.

Hon'ble Lt. Governor / Administrator of the National Capital Territory of Delhi has convened the first meeting of the Council, under Section 22 of the said Act, on 31.01.2011 at 3-30 P.M.

It is proposed that Hon'ble Lt. Governor / Administrator may administer oath to the Chairperson, Vice Chairperson and Members of the newly constituted Council, as per the provisions contained in Section 7 of NDMC Act, 1994.

COUNCIL'S DECISION

The Notification No. S.O. 101(E) dated 18th January, 2011 issued by the Ministry of Home Affairs, Govt. of India, regarding reconstitution of the Council was read out.

Hon'ble Lt. Governor/ Administrator administered the Oath to the Chairperson, Vice-Chairperson and members of the newly constituted Council as under:-

- | | | | |
|----|------------------------|---|---------------------------|
| 1. | Sh. Parimal Rai | - | Chairperson |
| 2. | Smt. Tajdar Babar | - | Member & Vice Chairperson |
| 3. | Sh. Karan Singh Tanwar | - | Member |
| 4. | Sh. Ashok Ahuja | - | Member |
| 5. | Sh. M. Gopal Reddy | - | Member |
| 6. | Dr. M. M. Kutty | - | Member |
| 7. | Sh. Dharmendra | - | Member |
| 8. | Sh. S. K. Singh | - | Member |
| 9. | Smt. Rita Kumar | - | Member |

Smt. Sheila Dikshit, Chief Minister, Delhi and Sh. Ajay Makan, MP from New Delhi constituency did not attend the meeting.

Hon'ble Lt. Governor / Administrator welcomed the members of the newly constituted Council and congratulated them for their nomination.

The meeting ended with a vote of thanks to the Chair.

Sd/-
(MANISH KUMAR)
F.A. / SECRETARY

Sd/-
(PARIMAL RAI)
CHAIRPERSON

ITEM NO. 02 (A-31)**1. Name of work: - Rehabilitation of old sewer.**

Sub Head:- Desilting and Rehabilitation of sewer line from Teen Murti Marg, Akbar Road, Tuglak road, Tees January Marg to Prithvi Raj road - (Tender Thereof)

2. Name of the Deptt. : Civil Engineering, Public Health Circle, Sewer Project Division.**3. Brief History of the Subject / Project:**

The Administrative approval and Expenditure Sanctioned amounting to Rs 6,51,00,000/- for this scheme was approved by the council vide Resolution no 11 (A-130) dt 18.12.09. The detailed estimate technically sanctioned by the competent authority for an amount of Rs 7,08,99,000/-. After approval of draft NIT amounting to Rs 6, 88, 33,711/- tenders were invited through e procurement system on item rate basis. The following tenders were received:

1. M/s SPML Infra Ltd.
2. M/s Onsite India Pvt. Ltd.
3. M/s Capital Engineering Corporation.
4. M/s E T Envirotech overseas Pvt. Ltd.

Out of the above four bidders, the envelop of M/s E T Envirotech Overseas Pvt. Ltd. was not opened as it was considered as a 100% subsidiary company of M/s Envirotech Overseas Pvt. Ltd. UK which was not allowed to participate in future tendering of DJB due to some criminal case pending against the firm. Accordingly after taking approval of the competent authority, it was decided not to allow M/s E T Envirotech Overseas Pvt. Ltd to participate in the tendering for this work as NDMC follows the same norms and conditions as of DJB for the purpose.

The technical bid was opened on 27.10.2010 and on the perusal of the same, the bids of the three bidders from Sl. no 1 to 3 were placed before technical subcommittee for evolution for the technical bid and all the three bidders were found eligible to participate in the financial bid. Accordingly the financial bid of these three bidders was opened on 03.11.2010 and it was found that M/s Capital Engineering Corporation was L1 at 32.42 % below the estimated cost of Rs 6, 88, 33,711/-.

In the mean time M/s E T Envirotech Overseas Pvt. Ltd filed a writ petition in Delhi High court against the decision of department for not considering his bid for this tender. The Hon'ble court directed the department that the contract shall not be awarded to any one till next date of hearing.

Finally in compliance to the directions of the Hon'ble High court in its order dated 12.01.2011, the technical bid of M/s E T Envirotech Overseas Pvt. Ltd was also opened on 18.01.2011 and the same was also placed before technical evaluation sub committee and accordingly financial bid of M/s E T Envirotech Overseas Pvt. Ltd was opened and the result of bid was submitted before the Hon'ble High court in sealed cover. The same was opened in the court and it was found that M/s E T Envirotech Overseas Pvt. Ltd was not the lowest bidder. As per the decision of Hon'ble High Court, the petition of M/s E T Envirotech Overseas Pvt. Ltd was dismissed as withdrawn and interim order stand vacated. **(Refer Annexure 'A' attached See page 7)**

The details of the comparison of financial bid of all four bidders are given as under:

Estimated Cost Rs 6,88,33,711/-

SI No	Name of Agency	Tendered amount	% Above / Below	Remarks
1.	M/s Capital Engineering Corporation	Rs 4,65,19,214/-	(-)32.42 Below	L1
2.	M/s E T Envirotech Overseas Pvt. Ltd.	Rs 5,67,05,900/-	(-)17.62 Below	L2
3.	M/s Onsite India Pvt. Ltd.	Rs 5,99,01,054/-	(-) 12.98 Below	L3
4.	M/s SPML Infra Ltd.	Rs 6,03,03,600/-	(-) 12.39 Below	L4

From the above it is clear that M/s Capital Engineering Corporation remains L1 with 32.42 % below estimated cost.

The rehabilitation of sewer lines with CIPP lining is a new technology being adopted in NDMC works and is supposed to be highly advanced and sophisticated technology. As such preparation of a proper conventional justification of the work is not feasible as it involves a lot of factors including Tools & Plants, material and specialized skilled labours, imported from abroad and their exact evaluation is not available with the department. As such only a comparison could be made for some works awarded in the recent time for similar nature of works.

Accordingly a comparison of percentage above / below of estimated cost for four different works of NDMC and three different works of DJB recently awarded / being carried out/ completed has been prepared. The NDMC works awarded were 27.047 % below, 6.43 % above, 27.51 % below and 7.24 % below and DJB works were 0.7% below, 10.43 % below and 11.09 % above the estimated cost.

In view of the above it is quite evident that the rate quoted by L1 i.e. M/s Capital engineering Corporation at 32.42 % below the estimated cost are reasonable.

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

The proposal contains for the rehabilitation in a length of 1.893 KM RCC / Brick Barrel of size 400 mm, 800 X 600mmm and 780 X 580 from Teen Murti Marg, Akbar Road, Tuglak Road, Tees January Marg to Prithvi Raj Road including desilting and regrading with confined space excavation wherever required. The technology to be used shall be CIPP liner which is considered most suitable and recommended by IIT Delhi.

5. **Budget Provision:** There exists a budget provision of Rs 02 crore under head D2.17.12.A-110 general head of rehabilitation of sewer at page 154 of budget book 2010-11. Necessary budget provision has also been sought for the year 2011-12.

6. **Implementation Schedule with Timeliness for each stage including Internal Processing:**

The work is scheduled to be completed in 12 months from the date of award of work.

7. **Comments of the Finance Department on the Subject:**
The Finance department has concurred in the proposal of the department vide Dy. No 203 dt 01.02.2011.
8. **Comments of the Department on Comments of Finance Department:**
-NIL-
9. **Legal Implication of the Subject:**
Not applicable
10. **Details of previous Council Reso. Existing Law of Parliament and Assembly on the subject:**
A/A & E/S by the council vide resolution no 11 (A-130) dt 18.12.09. for Rs.6,51,00,000/-
11. **Comments of Law Department:**
-NIL-
12. **Comments of the department on comment of Law Department:**
-NIL-
13. **Certification by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.**
It is certified that all the CVC guidelines have been followed.
14. **Recommendations:**
The case is placed before the Council for consideration and acceptance of the offer of M/s Capital Engineering Corporation for an amount Rs 4,65,19,214/- i.e. 32.42 % below the estimated cost of Rs 6,88,33,711/-. Approval to proceed further in the matter in anticipation of confirmation of minutes of meeting be also accorded by the Council

COUNCIL'S DECISION

Resolved by the Council to accord approval for acceptance of the offer of M/s Capital Engineering Corporation for an amount of Rs.4,65,19,214/- being 32.42 % below the estimated cost of Rs.6,88,33,711/-.

It was also resolved that further action may be taken by the Department in anticipation of confirmation of the minutes by the Council.

Annexure one page

ITEM NO. 03 (A-32)

- 1. Name of Subject/Project:** Rehabilitation of old sewers. **SH:**
Desilting and rehabilitation of 838x940mm Egg Shaped barrel at Man Singh Road from Ashoka Road to Q. Point- **Approval of extra item Statement and Revised estimate thereof.**
- 2. Name of Department concerned:** Civil Engineering Department (PH – Circle).
- 3. Brief History of the subject/ project:** . The Administrative Approval / Expenditure Sanctioned amounting to Rs. 8,06,63,000/- for the above mentioned work was accorded by the council vide reso. No. 17(A-11) dated 28.04.2008. After adhering to all codal formalities of tendering process and the approval of the council vide resolution no.15 (A-125) dated 18.02.09, the work was awarded to M/s SPML with tendered amount of Rs. 8,31,06,045/- at 6.53% above estimated cost of Rs. 7,80,08,034/-.
- The stipulated date of start and completion were 16.03.2009 and 15.03.2010 respectively. The work was actually completed on 30.08.2010. At the time of framing estimate, the size of the existing egg shaped sewer barrel was taken as 838 X 940 mm on the basis of the data given by Tata consultancy services because actual measurement of size of the barrel was not possible at that time as this was an old trunk running sewer line with lot of silt in it. The sophisticated machineries required for the purpose were not available with the department. However, there is a provision in the contract to access the size of the existing line before carrying out CIPP lining after proper desilting with supper sucker etc. Accordingly the work was taken up and the sewer line was got desilted and CCTV conducted to measure the actual size of the existing barrel which was measured as 976x1369. Because of this variation in size of the sewer line extra amount becomes payable to the agency in accordance with the terms and conditions of the agreement.
- The approval in-principle for this extra amount involved was obtained from the competent authority before actual execution of work at site.
- Accordingly extra item statement no-2 amounting to Rs.2,43,40,242/- and Revised PE amounting to Rs.10,61,94,151/- are due for approval by the council as the gross amount of the work has exceeded beyond 10 % of the A/A& E/S of the work.
- 4. Detailed proposal on the subject/project:** As explained in Para 3 above, extra item statement no-2 amounting to Rs. 2,43,40,242/- and Revised PE amounting to Rs.10,61,94,151/- are due for approval by the council. The rates for this extra item has been derived as per the provisions of the clause15 (XX) of Special Condition 2 of the agreement which provides.

“Size of barrel given in schedule of quantity in item no. 1 has been determined by the deptt. in case of any deviation in the size of the barrel found at site, the same shall be paid at prorata basis. The decision of engineer-in-charge will be final.”

The case was noted to the Council vide item no. 05(A-28) dated 29.12.2010. The Council deferred the consideration of the items resolving that the increase in the revised preliminary estimate with the original preliminary estimate due to increase in the actual size of the existing barrel, measured as 976x1369mm instead of estimated size earlier measured as 838x940mm be verified by third party audit namely either IIT Delhi or Rurkee who will certify the justification reasonableness and calculation of the excess amount of Rs.2,55,31,151/- as per pro-rata basis on the provision of the clause 15(XX) of Special Condition 2 of the relevant agreement.

Accordingly IIT, Delhi who has carried out the third party inspection of the work was requested to provide the necessary details and as per their report vide their letter dated 14.2.11 have confirmed the size of the existing sewer line as 976x1369mm and further stated that the rates worked out by the NDMC for the actual size of the barrel measured at site on pro-rata basis in accordance with the clause no. 15(XX) of the Special Conditions of the agreement have been checked and found in order. The rates for the sewer line of the size 976x1369mm is Rs.76,383.96 per mtr. The copy of the report of IIT, Delhi is placed at **annexure 'I' (See page 11)**.

5. **Financial Implications of the proposed project/subject:** The required budget provision has been sought in the R.E. of current budget estimate 2010-11.
6. **Implementation Schedule with timeliness for each stage including internal processing :** The finalization of the payments are proposed in the current financial year 2010-11. The final payments can be released only after approval of extra item statement no -02 and revised preliminary estimate of the work.
7. **Comments of Finance Department on the subject with diary no. & date:** The Finance department has concurred in the proposal of the department vide diary no. 2588/Fin. Dated 16.12.2010.
8. **Comments of the department on the comments of Finance Department:**
No Comments
9. **Legal Implication of the subject/project :** Nil
10. **Details of previous Council Reso. Existing Law of Parliament and Assembly on the subject:**
 - (i) The AA/ ES amounting to Rs. 8, 06, 63,000/-for this work was accorded by the council vide reso. No. 17(A-11) dated 28.04.2008.
 - (ii) The work was awarded to M/s SPML with tendered amount of Rs. 8,31,06,045/- after taking the approval of the council vide resolution no.15 (A-125) dated 18.02.09.

11. Comments of Law Department on the subject/project: NIL

12. Comments of the department on the comments of Law Department:
NIL

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

It is certified that all CVC guidelines and other procedures have been followed in the case.

14. Recommendations: In view of the report of IIT, Delhi the case is again laid before the council for consideration and accord of approval for the following:

(i) Extra item statement no -02 amounting to Rs. 2,43,40,242/-

(ii) Revised preliminary estimate amounting to Rs.10,61,94,151/- with a net excess of Rs.2,55,31,151/- over the original PE for the work "De-silting and rehabilitation of 838x940 mm egg shape barrel at Man Singh Road from Ashoka Road to Q Point."

COUNCIL'S DECISION

Resolved by the Council to accord approval to the Extra item statement no -02 amounting to Rs.2,43,40,242/- .

Further resolved by the Council to accord approval to the Revised preliminary estimate amounting to Rs.10,61,94,151/- with a net excess of Rs.2,55,31,151/- over the original preliminary estimate for the work "De-silting and rehabilitation of 838x940 mm egg shape barrel at Man Singh Road from Ashoka Road to Q Point."

ANNEXURE ONE PAGE

ITEM NO. 04 (A-33)**1. Name of the subject/project**

Sub: Improvement & upgradation of colony roads, back lanes taken over from CPWD in Sector-IV DIZ Area

2. Name of the Department

Civil Engineering Department, Road Division-V

3. Brief history of the subject/project

- (a) The roads, lanes/ back lanes were taken over from CPWD in Sector-IV, DIZ Area in Dec.'07.
- (b) The roads & back lanes in these colonies taken over from CPWD are in a dilapidated condition and need immediate repairs/ upgradation. Accordingly a comprehensive plan for upgradation of these colony roads to concrete roads alongwith improvement of civil works of parks was prepared and approved by Council through various resolutions.
- (c) Since the condition of these roads, lane/ bylanes is extremely bad & residents are suffering badly so Administrative Approval and Expenditure Sanction for providing concrete roads, lane/ bylanes taken over from CPWD in Sector-IV, DIZ Area for Rs.2,44,03,800/- was approved by the Council vide Resolution No. 02(A-135) dated 15 Jan.'10 alongwith following directions:-
 - (i) Taking over of the colony roads/ lanes/ service roads & parks from CPWD in Sector-IV, DIZ Area of NDMC for its maintenance, upgradation/ improvement to concrete roads etc. in anticipation of formal communication to be received from CPWD for transfer of the public street & parks maintained by CPWD to NDMC.
 - (ii) To carry out the maintenance, upgradation/ improvement works in the area taken over from CPWD out of NDMC's funds in anticipation of receipt of directions from the Central Government regarding vesting of these roads/ street & parks in NDMC.
- (d) The case was also discussed in Special Council meeting on 03 Sep.'09. It was resolved by the Council that work may be taken up by NDMC itself out of its own funds & necessary provisions to be made in Budget 2010-11 & Revised Estimate 2009-10.
- (e) The request for sending formal communication to NDMC for transfer of public streets maintained by them was sent to Director General (Works), CPWD on 15 Sep.'09.

- (f) The office of Director General (Works), CPWD vide letter No.7/17/07-W.II/DGW dated 01 Jan.'10 (**Annexure 'A' See page 17**) has intimated that it is not advisable to vest the streets & parks with NDMC as these colonies are to be redeveloped as per the provisions of new master plan norms which may necessitate a complete realignment of roads & change in layout plan.
- (g) Accordingly the case was taken up with Secy (UD) vide Chairman Office D.O. letter no. 290/PS/C'Man/CE(R)/10 dated 21 Jan.'10 (**Annexure 'B' See pages 18 - 19**) for issue of directions to CPWD to send formal communication for transfer of these public streets/ parks to NDMC.
- (h) After taking over of these roads by NDMC the care and maintenance has got transferred to NDMC and there is an immediate need to maintain these roads in a proper condition so as to avoid inconvenience to the residents staying in these colonies.
- (i) Since the condition of these roads is extremely bad so there is an immediate need to carry out the upgradation of these roads as was decided by the Council during its special meeting on 03 Sep.'09 & regular meeting on 15 Jan.'10. In general whatever roads/ assets are taken over by NDMC for care and maintenance NDMC maintains these areas/roads to acceptable standards.
- (j) Besides the redevelopment plan of these colonies is yet to be drawn by CPWD and may take several years to materialize & for execution on the ground & the residents of the area cannot be made to suffer on account of non-maintenance of these colony roads. It is against this background only that Council took a decision on 03 Sep.'09 & 15 Jan.'10 to take up the works by NDMC itself out of its own funds with necessary provision to be made in the budget 2010-11 and revised estimate 2009-10. However, Council has to take a decision against backdrop of CPWD response as stated in para (f) above vis-à-vis hardships & inconvenience faced by residents in these colonies.
- (k) Based on the earlier decision of Council on 03 Sep.'09 & 15 Jan.'10 the tenders were invited through e-tendering system with the date of opening as 09 Jul.'10. The details of eligible financial bids received are as follows:-

S. No.	Name	Estimated Cost	Tendered Amount	Rates Quoted	Remarks
1.	M/s Shree Const. Co.	Rs.2,05,96,679/-	Rs.2,09,05,249/-	1.5% above	Lowest
2.	M/s Sanjeev Kumar & Bros.	-do-	Rs.2,16,68,205/-	5.20% above	
3.	M/s KBG Engineers	-do-	Rs.2,25,71,845/-	9.59% above	

- (l) M/s Shree Const. Co. is the lowest bidder at 1.5% above the estimated cost of Rs.2,05,96,679/- against the justification 4.92% above the estimated cost with the tendered amount of Rs.2,09,05,249/-.
- (m) The rates quoted by the lowest bidder after scrutiny by Planning have been found to be reasonable and recommended for acceptance by the Council.
- (n) The Finance Department has concurred the proposal for award of work to lowest bidder i.e. M/s Shree Const. Co.
- (o) The extended validity of tender is upto **31 Mar.'11**.

4. Detailed Proposal on the subject/ project

- (a) HDPE pipe ducts for laying of Elect./ communication cables.
- (b) Precast RCC pipe 300 mm dia for drainage.
- (c) Ready mix concrete M-10 & M-40.
- (d) Precast RCC manhole covers, gully chambers, manholes, RCC works etc.

5. Financial implications of the proposed project/subject

The financial implications of the proposal works out to Rs.2,09,05,249/-.

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

The schedule time for completion of project is six months after award of work.

7. Comments of the finance department on the subject

The Finance Deptt. vide diary No.2071/ Finance/R-Civil dated 01 Oct.'10 & FA-2669 dated 14 Dec.'10 has concurred the proposal with a comment that action taken in regard to getting the colony roads transferred to NDMC with status & follow up action on CPWD's reference dated 01 Jan.'10 may be appraised to the council for consideration & decision as to whether NDMC should continue to incur expenditure on the property which remains to be transferred to NDMC.

8. Comments of the department on comments of Finance Department

- (a) The office of Director General (Works), CPWD vide letter No. 7/17/07-W.II/DGW dated 01 Jan.'10 has intimated that it is not advisable to vest the streets & parks with NDMC as these colonies are to be redeveloped as per the provisions of new master plan norms which may necessitate a complete realignment of roads & change in layout plan.

- (b) After taking over of these roads by NDMC the care and maintenance has got transferred to NDMC and there is an immediate need to maintain these roads in a proper condition so as to avoid inconvenience to the residents staying in these colonies.
- (c) Since the condition of these roads is extremely bad so there is an immediate need to carry out the upgradation of these roads as was decided by the Council during its special meeting No. 06/2009-10 on 03 Sep.'09. In general whatever roads/ assets are taken over by NDMC for care and maintenance NDMC maintain these areas/ roads to acceptable standards.
- (d) Besides the redevelopment plan of these colonies is yet to be drawn by CPWD and may take several years to materialize & for execution on the ground & the residents of the area cannot be made to suffer on account of non-maintenance of these colony roads. It is against this background only that Council took a decision on 03 Sep.'09 to take up the works by NDMC itself out of its own funds with necessary provision to be made in the budget 2010-11 and revised estimate 2009-10. However, Council has to take a decision against backdrop of CPWD response as stated in para (a) & Finance Department observations at para-7 above vis-à-vis hardships & inconvenience faced by residents in these colonies. However in similar case of Sector I & III, DIZ area Council has taken a decision to carry out such works keeping in view of severe hardship faced by residents of the area.

9. Legal Implications of the subject/project

Nil

10. Details of previous council Resolution existing law of Parliament and Assembly on the subject

- (a) Council vide special meeting No. 06/2009-10 held on 03 Sep.'09 has resolved that work may be taken up by NDMC itself out of its own funds.
- (b) Administrative Approval and Expenditure Sanction for Rs.2,44,03,800/- was accorded by Council vide Reso. No. 02(A-135) dated 15 Jan.'10.

11. Comments of 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

Certified that all necessary CVC guidelines have been followed during tendering.

14. Recommendations

The case is placed before the Council for consideration and

- (a) Approval to carry out the subject work out of NDMC funds in view of severe hardships faced by residents of the area in the line with its earlier decision taken on 03 Sep.'09 & in supersession of its earlier decision taken on 15 Jan.'10 to carry out these works in anticipation of vesting of roads/ parks with the Council.
- (b) Accord of approval for acceptance of lowest offer of M/s Shree Const. Co. @ 1.5% above the estimated cost of Rs.2,05,96,679/- against the justification of 4.92% above the estimated cost with the tendered amount of Rs.2,09,05,249/- for the work of "Improvement & upgradation of colony roads, back lanes taken over from CPWD in Sector-IV DIZ Area.
- (c) To initiate further action in anticipation of confirmation of Minutes of the Council meeting.

COUNCIL'S DECISION

Resolved by the Council to accord approval for acceptance of lowest offer of M/s Shree Const. Co. @ 1.5% above the estimated cost of Rs.2,05,96,679/- against the justification of 4.92% above the estimated cost with the tendered amount of Rs.2,09,05,249/- for the work of "Improvement & upgradation of colony roads, back lanes taken over from CPWD in Sector-IV DIZ Area.

Further resolved by the Council to accord approval to carry out the work out of NDMC funds in view of severe hardships faced by residents of the area in line with its earlier decision taken on 03 Sep.'09 & in supersession of its earlier decision taken on 15 Jan.'10 to carry out these works in anticipation of vesting of roads/ parks with the Council.

It was also resolved that further action may be taken by the Department in anticipation of confirmation of the Minutes by the Council.

ANNEXURE 3 PAGES

ANNEXURE ENDS

ITEM NO. 05 (B-38)**1. Name of the project:**

Construction of NDCC Phase-II

2. Name of Department concerned:

Electricity Department

3. Brief History of the project:

- a) New Delhi City Centre was proposed during 1970-71 in three phases.
- b) Phase-I – 20 storey Palika Kendra Building completed during 1984.
- c) Phase-II – 32 Storey Tower of NDCC for office use.
- d) Phase-III – Art Gallery, committee Room & Auditorium.
- e) M/s. Raj Rewal & Kuldip Singh was appointed as Architect Consultant during June 1985 for Phase I & II.
- f) Ministry of Urban Development changed FAR limits – resulting into height restrictions during 1986 and proposed 32 Storey Phase-II Building was changed to 10 storey office block with service floor of 7.32 height above 10 story.
- g) During 1992 Phase II & III were renamed as N.D.C.C. Phase-II Project and Phase-II & III Blocks were renamed as Block C & B respectively.
- h) Delhi Urban Art Commission approved Phase-II & Phase III building during 1992.
- i) During 1992, existing Palika Kendra Bldg., (Phase-I) was proposed for commercial purposes and N.D.C.C. Phase-II for housing N.D.M.C. office.
- j) The committee approved preliminary estimate amounting to Rs.61,59,680,000/- during 1992.
- k) During 1995, the capacity of auditorium was increased from 250 to 700, eventually finalized at 300.
- l) During 2000, it was decided to retain existing Palika Kendra Bldg. (Phase-I) for housing NDMC Offices and NDCC Phase-II (Block-C) for commercial purpose.
- m) During 2004, Block-B i.e. Art Gallery, Committee room and Auditorium were changed to Convention Centre.
- n) N.O.C. for Construction of NDCC Phase-II building was received from A.S.I. during 2005.
- o) The work of Convention Centre was awarded to M/s. Décor India Pvt. Ltd. amounting to Rs.16,72,270.74 on dated 18/11/08 excluding the work of electrical installation, HVAC, lifts, fire detection & CCTV which was awarded to other specialized agencies. The Convention Centre has been inaugurated by the Honorable Home Minister Mr. P. Chidambaram on 13/12/2010.

4. Detailed proposal on the project & scope of work:

- a) Committee vide its Reso.No.39 dated 1/10/92, accorded A/A/ and E/S of above project for an amount of Rs.61.59 crores. During the execution of above works, Council vide its Reso.No.3 (ii) dated 26/05/2000 took a considered decision to change the use of proposed building (10 storied) from official to commercial and also approved amendment and certain changes Commensurate with the change in use of above building. Due to change in use of building, approx. cost of the project was worked out as 76.00 crores and Council was intimated vide Council Reso.No.3(ii) dated 26/05/2000. Use of B-Block has been changed to convention centre and was ratified by Council Vide Reso.No.5 (A-9) dated 29/12/04.

- b) Based on the actual expenditure incurred till April 2006 and committed anticipated liabilities on NDCC Phase-II, the revised preliminary estimate amounting to Rs.103.21 crores was prepared and revised A/A and E/S was accorded by the Council vide its Reso. No. no.8 (A/09) dated 17.05.2006.

Accordingly the work of main building (Block 'C') for civil and electrical was being executed under the control of respective civil and electric departments with independent Executive Engineer. During the execution of the work it was decided that the building is to be rented out to OCCWG – 2010, and accordingly building was handed over to 'Organizing Committee Common Wealth Games 2010' in September 2008 and NOC of Fire Deptt. obtained.

Similarly in Convention Centre (Block 'B') which is also the part of NDCC Phase-II project whose structural work was already completed by M/s. NBCC long back, the work of interior finishes along with all electric services etc are being executed as a composite work.

During the execution of work of Convention Centre (Block-B) as well as processing case for obtaining NOC from Delhi Fire Services for Block 'C'. Number of extra/additional works cropped up.

An additional expenditure of Rs.29.79 crores is required for completion of project work as detailed below:

i)	Electric Department including composite work of Civil & Electrical of Convention Centre	Rs.23.25 crores
ii)	Civil Department	Rs.3.50 crores
iii)	Horticulture Deptt.	Rs.0.10 crores
iv)	Fire Department	Rs.0.94 crores
v)	Unforeseen/Misc. Expenditure	Rs.2.00 crores
	Total:	Rs.29.79 crores

Total anticipated expenditure on the project = Rs.103.21 + Rs.29.79

Total = Rs.133.00 crores

The expected expenditure mentioned above is necessarily required for completion of the overall project. Accordingly the case was processed for getting in principle approval of the Chairman for incurring the excess expenditure to get the above works completed under the construction of NDCC Phase-II project to the tune of Rs.133.00 crores against the sanction of Rs.103.21 crores. Finance Deptt. has also agreed to the proposal which was subsequently approved by the Chairman and directed to put up the case before the Council.

5. Financial Implications: Additional financial implications are Rs.29.79 crores.

6. Implementation Schedule : Two months

- 7. Comments of Finance Department:** Finance Deptt. has agreed on the proposal of the deptt. vide Dy.No.1134/Finance dated 24/5/10 and also seen the agenda.
- 8. Comments of the Department on the comments of Finance Department:** NIL
- 9. Legal Implications:** Nil
- 10. Details of previous Council Resolution:**
 (a) Reso.No.39 dt. 1.10.92, vide which A/A/ and E/S of above project for an amount of Rs.61.50 crores was accorded. **(See pages 23 - 26)**
 (b) Reso.No. no.8 (A/09) dated 17.05.2006 according A/A/ & E/S for Rs.103.21 crores. **(See pages 27 - 32)**
- 11. Comments of the Law Department:** NIL
- 12. Comments of the department on the comments of Law Deptt:** NIL
- 13 Certified that all CVC's guidelines have been followed while processing the case.**
- 14. Recommendations:**
 The case may be placed before the Council for approval to incur the additional expenditure of Rs.29.79 crores over the sanctioned budget estimate of Rs.103.21 crores for the work of Construction of NDCC Phase-II, which is essentially required for completion of the project work. The estimate for the work shall be revised as per actual after completion of the work.
- 15. Draft Resolution :**
 Resolved by the Council that approval is accorded to incur the additional expenditure of Rs.29.79 crores over the sanction budget estimate of Rs.103.21 crores for work of Construction of NDCC Phase II, which is essentially required for completion / finalization of the project.

COUNCIL'S DECISION

Resolved by the Council, by majority, to accord approval to incur the additional expenditure of Rs.29.79 crores over the sanctioned budget estimate of Rs.103.21 crores for the work of Construction of NDCC Phase II, which was essentially required for completion / finalization of the project.

Annexures 10 pages

23 – 32

annexure ends

ITEM NO. 06 (A-34)**1. Name of the subject/project**

Construction of NDCC Phase-II (SH: Balance work for rectification, furnishing, plumbing/sanitary & fire suppression work.

2. Name of the Department

Civil Engineering Department/ C-VI Division.

3. Brief history of the subject/project

New Delhi City Centre was proposed during 1970-71. Committee approved preliminary estimate amounting to Rs.61,59,68,000/- during 1992 & same was revised to Rs.103.21 crores vide resolution no.8(A-9) dated 17.05.2006. The work of main building was awarded to M/s NBCC Ltd. for Rs.23,80,81,978.00/-. NBCC abandoned the work during 2001 & the contract was rescinded. The left out work on risk & cost of M/s NBCC & proposed finishing work, was awarded to M/s Ahluwalia Contacts India Ltd. for Rs.26.90 Crores, vide resolution no.8(A-9) dt. 17.05.2006 and the work has been completed.

4. Detailed Proposal on the subject/ project

During progress of work certain extra, substitute, additional item cropped up which was necessary for execution as advised by architect consultant and for successful completion of the project. The items were executed after obtaining approval in principle of competent authority. After exhaust of the power of other officers the following statements are to be approved by Council.

- (i) Extra Item Statement No.8 Rs. 1,90,03,258/-.
- (ii) Additional quantity Statement No.5 for Rs.5,12,36,175/-.

Chief Engineer (Electric)-II / Project Leader for the Convention Centre part of the work has already obtained the revised administrative approval for Rs.135.54 crores in principle from Chairman for placing the same in Council. The work stands completed and Chief Engineer (Electric)-II is placing the case for revised approval before the Council separately.

5. Financial implications of the proposed project/subject

Required revision of estimate.

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

Extra items/additional items involved have been executed and the work is completed.

7. Comments of the finance department on the subject

The Finance Department has concurred the proposal vide diary No.2723 dated 04.01.2011 and seen the Agenda. These are no comments to offer.

8. Comments of the department on comments of Finance Department

No comments in view of the concurrence of the Finance department.

9. Legal Implications of the subject/project

Nil

10. Details of previous council Resolution existing law of Parliament and Assembly on the subject.

Resolution no.39 dated 1/10/1992 and Resolution no.8 (A-9) dated 17.05.2006. **(See pages 23 - 26)**

11. Comments of Law Department on the subject.

Nil

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

Nil

13. Certification by the department that all central vigilance commission (CVC) guidelines have been followed while processing the case.

Certified that CVC guidelines have been followed while processing the case.

14. Recommendations.

Case is placed before the Council for according the approval of Council for:

- (i) Extra item statement no.8 amounting to Rs.1,90,03,258/- .
- (ii) Additional quantity statement no.5 amounting to Rs.5,12,36,175/-.

Permission may also be given to initiate further action in anticipation of confirmation of minutes.

15. Draft Resolution.

Resolved by the Council for the approval of following statements:

- (i) Extra item statement no.8 amounting to Rs.1,90,03,258/- .
- (ii) Additional quantity statement no.5 amounting to Rs.5,12,36,175/-.

It is further resolved that subsequent action be taken in anticipation of confirmation of minutes of this meeting.

COUNCIL'S DECISION

Resolved by the Council, by majority, to accord approval for following:

- (i) Extra item statement no.8 amounting to Rs.1,90,03,258/- .
- (ii) Additional quantity statement no.5 amounting to Rs.5,12,36,175/-.

It was also resolved that further action may be taken by the Department in anticipation of confirmation of the Minutes by the Council.

ITEM NO. 07 (A-35)**1. Name of the subject/ Project:
Imp. to Navyug School , Vinay Marg.****Sub Head :- Construction of additional floor at 2nd floor and addition and alteration in Navyug School, Vinay Marg.****2. Name of the Deptt./ Deptt. Concerned.
Civil Engineering Department, NDMC.****3. Brief History:**

Navyug School Vinay Marg had been inspected by Chairman, alongwith Sr. officers of NDMC and it was desired that the school may be upgraded to the senior secondary level. Considering the need for required infrastructure for up gradation, the Chief Architect, NDMC had issued schematic drawings for the proposal for inviting comments of the user department as well as Civil Engg. Deptt. Comments were offered, considering the ground situation and site conditions. The existing building was 40 years old. However, considering the pressing requirement, provision of additional floor on the existing building was proposed. After detailed deliberation with Architect Deptt., final drawings were issued.

As per drawing preliminary Estimate was framed for Rs 85, 71,500/- and approved by the council vide item No 23 (A-III) Dt. 21.01.2009. The estimate includes the cost of internal electric works. After completion of codal formalities, tenders were invited and the work was awarded to lowest contractor M/S Expert Engineers at the lowest quoted Rate as 3.75 % to above the estimated cost of Rs. 88,43,548/-. The tendered amount work to Rs. 91,75,226/-. The council has approved the tenders vide Item No. 51 (A-42) Dt. 20.05.2009.

4. Detailed proposal on the subject/ project:

In the proposal flooring for the proposed floor was considered after removal of brick coba. However, during the progress of work, it was noticed that the demolition of existing water proofing layer of brick Coba is very difficult and likely to damage the existing old roof. Case was referred to Design Section for advice considering the above position.

EE (Design) reconsidered the dead and live loads and issued structural drawing wherein a built-up section consisting of ISMB 350 (Girder) welded at the base and at the top with M.S. plate 10 mm thick has been proposed (two numbers) in each class room at 1st floor for structural safety of existing building and proposed structure.. Considering above, CA also changed certain specifications of light weight material in the flooring to reduce the dead load. These items were necessary for the completion of work and the structural safety of the old and new proposed structure. Accordingly approval in principal for additional quantity and extra items were obtained from the competent authority. Due to these deviations , extra items and additional items were got executed for Rs.61,33,063/- and Rs.17,88,749/- respectively. Actual requirement as proposed in the statements has been found to be more than the principal approval since extra arrangements and consequential additional works were required to be executed while fixing the girders in the class rooms of a running school. Beside this there was a space constraint also while fixing

the girdles. Complete wiring of the first floor was also required to be attended to since placing girdles had damaged the wiring and changed the location of the fan. Complete details are as under:-

	Existing Administrative Approval	Proposed Revised Administrative Approval
Civil	72,56,271.00/-	1,49,19,739.00/-
Electrical	9,07,034.00/-	7,94,274.00/-
Contingencies	4,08,165.00/-	Nil
Total	85,71,500.00/-	1,57.14,013.00/-

The revised preliminary estimate for Rs 1,57,14,013/- has been checked by the planning division & concurred by the finance department vide Diary no. 2625/ Finance dated 31.12.2010.

5. Financial implications of the proposed project:

The total financial implication of the proposal is Rs 1,57,14,013/-.

6. Implementation of Scheme:

The work has already been completed.

7. Comments of the Finance Department on the subject:

Finance Department has concurred vide Diary no. 2625/ Finance dated 31.12.2010 and has seen the Agenda.

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

No Comments in view of above.

9. Legal implication of the Project:

NIL

10. Details of previous council Resolutions, existing law of parliament and assembly on the subject:

Administrative approval and expenditure sanction of Rs. 85,71,500/- Vide Item no. 23 (A-III) Dt. 21.01.2009. Acceptance of tender of M/S Expert Engineers for Rs.91,75,226/- vide item no. 51 (A-42) Dt. 20.05.2009.

11. Comments of Law Department on the subject/ project: No comments.

12. Comments of the Department on the comments of Law Department: No Comments.

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

It is certified that all CVC guidelines have been followed.

14. Recommendations:

The case is placed before the council for approval of the revised Administrative approval & Expenditure sanction of Rs.1,57,14,013/-. Permission may also please be given to take further action in anticipation of confirmation of a minutes of the Council.

15. Draft Resolution:

It is resolved by the council that the approval for revised Administrative approval and Expenditure sanction was accorded for Rs.1,57,14,013/- and permission as sought was granted.

COUNCIL DECISION

Resolved by the Council to accord approval for revised Administrative approval and Expenditure sanction to the estimate amounting to Rs.1,57,14,013/-.

It was also resolved that further action may be taken by the Department in anticipation of confirmation of the Minutes by the Council.

ITEM NO. 08 (B-39)**1. Name of Work:**

"Up-gradation of Street Lighting in NDMC area for the Commonwealth Games-2010, under phase-I& II."-Additional Quantity

2. Department: ELECTRICITY DEPARTMENT**3. Brief History of the Proposal:**

Council vide Reso. No. 11(B-13) dated 15.07.2009 (**Annexure A, See pages 40 - 56**) had approved to award the work of "Up-gradation of Street Lighting in NDMC area for the Forthcoming Commonwealth Games-2010, under phase-I& II", to the lowest tenderer, M/s Philips electronics India (P) Ltd. at their tendered cost of Rs. 34,40,46,038/- (Rupees thirty four crores forty lacs forty six thousand thirty eight only.) on the specification, terms & condition of NIT. 67 prominent roads, as per list enclosed (**Annexure See pages 46 - 48**), were included for Up-gradation under this project work. Accordingly a contract Agreement No 6/EE/C-III/2009-10 was entered into with the firm. During the execution of project work, Up-gradation of street lights on additional 14 roads being prominent roads was also considered in view of the mega event. Street Lighting on these roads was Up-graded as an additional quantity within the existing provisions of deviation clause of the contract agreement with the firm after due approval of Chairperson. The work was completed on 30.08.2010, well before the CWG-2010.

4. Detailed Proposal on the Subject:

The work of upgradation of street lighting in NDMC under phase-I & II was awarded to M/s Philips Electronics India Ltd. after the approval of Council vide Reso. No. 11(B-13) dated 15.07.2009 (**Annexure A See pages 40 - 56**). As per the contractual provisions M/s Philips electronics India (P) Ltd, was required to carryout such deviation as may be ordered up to a maximum of 25%.

During the execution of project work Up-gradation of Street Lighting on additional 14 roads (**Annexure B See page 57**) was considered imminent, being prominent roads. These 14 roads were among the 83 roads of Phase III project work for Up-gradation of Street Lighting, which was to be executed separately later on, and for which estimate amounting to Rs.29,45,49,000/- (Rupees twenty nine crores forty five lacs forty nine thousand only.) was already approved by the council vide Reso. No. 08 (B-25) dated 31.12.08. The additional works of these 14 roads amounting to Rs.7,37,89,874/- (Rupees seven crores thirty seven lacs eighty nine thousand eight hundred seventy four only.) on pro-rata cost, was awarded to M/S Philips Electronics India (P) Ltd. after concurrence of Finance & approval of Chairperson. Incidentally this would bring the expenditure down in the phase-III works proportionately.

During processing of the work of Up-gradation of Street Lighting in NDMC area, it has come to light that the approval of additional quantity ordered to M/s Philips Electronics India Ltd. accorded by the Chairperson needs to be ratified by the Council.

5. Financial Implications:

Rs.7,37,89,874/-

6. Implementation Schedule:

The work was completed on 30.08.2010, with in the stipulated completion period of the project.

7. Comments of the Finance Department:

The agenda has been seen by the Finance vide diary No. 342/PS/FA/D/II dt. 18.02.2011, with no comments.

8. Comments of the Department on comments of Finance Department: NIL.**9. Legal Implication on the Subject: NIL.****10. Details of previous Council Resolution:**

Reso. No. 11(B-13) dated 15.07.2009 (**Annexure A, See pages 40 - 56**)

11. Comments of Law Department: NIL**12. Comments of the Department on comments of Law Department: NIL****13. Certification by the Department:**

All Central Vigilance Commission (CVC) guidelines have been followed.

14. Recommendations of the Department:

The case may be placed before the council to ratify the award of additional work of Up-gradation of Street Lighting on additional 14 roads (**Annexure B See page 57**), approved by the Chairperson on 09.12.09, 18.10.10 and 11.05.10 respectively, to M/s Philips India (P) Ltd. at a pro-rata cost of Rs. 7,37,89,874/- (Rupees seven crores thirty seven lacs eighty nine thousand eight hundred seventy four only.) and on the same rates, terms, Conditions, specification and deviation limit of the original contract agreement no. 6/EE/C-III/2009-10.

15. Draft Resolution:

The award of additional work of Up-gradation of Street Lighting on additional 14 roads (**Annexure B See page 57**), approved by the Chairperson on 09.12.09, 18.10.10 and 11.05.10 respectively, to M/s Philips India (P) Ltd. at a pro-rata cost of Rs. 7,37,89,874/- (Rupees seven crores thirty seven lacs eighty nine thousand eight hundred seventy four only.) and on the same rates, terms, Conditions, specification and deviation limit of the original contract agreement no. 6/EE/C-III/2009-10, is ratified

COUNCIL'S DECISION

Resolved by the Council, by majority to accord approval to the award of additional work of Up-gradation of Street Lighting on additional 14 roads, as annexed at Annexure 'B', to M/s Philips India (P) Ltd. at a pro-rata cost of Rs.7,37,89,874/- on the same rates, terms, conditions and specifications, after reconfirmation by the FA about concurrence of finance department to the proposal. The Council also ratified the deviation limit of the original contract agreement no. 6/EE/C-III/2009-10.

ANNEXURES

Annexure ends

ITEM NO. 09 (C-34)**1. Name of the subject/project:****Reconstitution of Sub-Committees u/s 9 of NDMC Act 1994.****2. Name of the Department/departments concerned**

Council Secretariat

3. Brief history of the subject/project

Section 9 of the NDMC Act 1994 provides for constitution of committees for the exercise of any power or discharge of any function by the Council. The section provides as follows :

" 9. Setting-up of Committees – (1) The Council may constitute as many committees as it thinks fit for the exercise of any power or discharge of any function which the Council may by resolution delegate to them or for inquiring into, reporting or advising upon any matter which the Council may refer to them.

(2) Any such committee shall consist of members of the Council only :

Provided that a committee may, with the sanction of the Council, co-opt not more than two persons who are not members of the Council, but who in the opinion of the Council possesses special qualifications for serving on such committee.

(3) Each Committee constituted under this section shall be presided over by the Chairperson of the Council.

(4) Any matter relating to a committee constituted under this section, not expressly provided in this Act may be provided by regulations made in this behalf."

In the past, three sub-Committees were constituted u/s 9 of the NDMC Act, 1994, by the Council vide Resolution no. 10 (C-29) dated 20.11.2009, viz. Committee framed for advising the Council on framing of Bye-laws/Regulations, Committee framed for advising the Council on Tax Exemption and Standing Committee on Audit.

4. Detailed proposal on the subject/project

The Council has been reconstituted w.e.f. from 18th January, 2011. Members of the reconstituted Council were administered oath of office by the Hon'ble Lt. Governor / Administrator on 31st January, 2011. As the term of the Sub-committees is co-terminus with the Council, the Sub-Committees are required to be reconstituted.

It is proposed to reconstitute the said three Sub-Committees as per composition suggested against each:-

	Name of the Sub-Committee	Proposed Composition of the New Sub-Committees.
1	Committee for advising the Council on framing of Bye-laws/Regulations.	Sh. Parimal Rai – Chairperson Smt. Tajdar Babar – Vice Chairperson Sh. Karan Singh Tanwar – Member Sh. Ashok Ahuja – Member Sh. M. Gopal Reddy – Member Sh. Dharmendra – Member Smt. Rita Kumar – Member Sh. Santosh D. Vaidya, Secy. – Co-opted Member
2	Committee for advising the Council on Tax Exemption u/s 124 of NDMC Act.	Sh. Parimal Rai – Chairperson Smt. Tajdar Babar – Vice Chairperson Sh. Karan Singh Tanwar – Member Sh. M. Gopal Reddy - Member Sh. Dharmendra – Member Sh. S.K. Singh – Member Sh. Santosh D. Vaidya, Secy. – Co-opted Member Sh. V.C. Chaturvedi, Adv.(Rev) – Co-opted Member
3	Standing Committee on Audit.	Sh. Parimal Rai – Chairperson Smt. Tajdar Babar – Vice Chairperson Sh. Ashok Ahuja – Member Dr. M.M. Kutty – Member Sh. S.K. Singh – Member Smt. Rita Kumar – Member Chief Auditor, NDMC – Co-opted Member Financial Advisor, NDMC, Co-opted Member

The officers mentioned hereunder may be entrusted the responsibilities of convening the meetings of the sub-committees and for sending agenda to the members of the sub-committees:

	Name of the Sub-Committee	
1.	For the committee framed u/s 9 of NDMC Act, 1994 for advising the Council on framing of Bye-laws/Regulations.	Director (CS)
2.	For the committee framed u/s 9 of NDMC Act, 1994 for advising the Council on Tax Exemption u/s 124 of NDMC Act.	Director (Tax)
3.	For the Standing Committee on Audit.	Dy. Chief Auditor

The Council may also authorize the Chairperson to fill up the vacancies, as and when it may occur.

5. Financial implications of the proposed project/subject:

A Member is paid Rs.500/- per day for attending each meeting of the Sub-committees, framed u/s 9 of the NDMC Act, 1994, subject to a maximum of Rs.3000/- per month, including the meetings of the Council.

- 6. Implementation schedule with timeliness for each stage including internal processing**
Not Applicable.
- 7. Comments of the finance department on the subject:-**
Finance has seen and concurred vide dairy No. 332/PS/FA/D-11 dated 17.02.2011.
- 8. Comments of the department on comments of Finance Department**
No comments in view of concurrence of Finance.
- 9. Legal Implication Of The Subject/Project**
There are no legal implications.
- 11. Comments of Law Department on the subject**
LA has seen vide dairy No. R-168/ADV. (R&L) dated 17.02.2011.
- 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**
Not applicable as the matter is regarding reconstitution of the Sub-Committees.
- 14. Recommendations**
Reconstitution of three sub-committees u/s 9 of NDMC Act, 1994, as proposed in forgoing para 4 above, is placed before the Council for consideration & approval please. The Council may also authorize the Chairperson to fill up vacancies in these sub-committees as and when such vacancy may occur.

COUNCIL'S DECISION

Resolved by the Council to accord approval to the constitution of three sub-committees u/s 9 of NDMC Act, 1994, as proposed in para 4 of the preamble.

The Council also authorized the Chairperson to fill up vacancies in these sub-committees as and when such vacancy may occur.

ITEM NO. 10 (B-40)**STATUS REPORT OF ON-GOING WORK UNDERTAKEN IN REVAMPING ELECTRICAL SYSTEM**

Electricity Deptt. of NDMC has initiated augmentation and upgradation work to meet the increased load demand and in order to maintain the good quality electricity supply in NDMC area.

The status report of various on-going work undertaken in revamping electrical system was placed before the Council vide Item No. 16(B-38) dated 26th February, 2009 for information. Council has decided that the status report for the progress of the work may be placed before the Council after every three months.

Accordingly, status report showing the latest position of various on-going work, has been prepared and is appended **(See pages)**

Recommendation of Department

The present status report is placed before the Council for information.

Draft Resolution

Information noted.

COUNCIL'S DECISION

Information noted.

STATUS REPORT OF ONGOING WORK AS ON 31-01-2011

(i) EHV work (Sub Transmission Works)

(a) Work being Executed by PGCIL (ANNEXURE A-1 See pages 67 - 74)

- The system strengthening work of 66 KV & 33 KV sub-stations was awarded to M/s PGCIL on 15-12-08. Commissioning of E.S.S. Dr. Bishamber Das Marg and Raja Bazar has been completed.
- Building construction has been completed at Sub-station Raja Bazar. Installation and testing work of 33 KV transformers and GIS board has also been completed. Sub-station commissioned.
- Building construction work at Sub-station Bapu Dham has been completed. Erection work of 66/33 KV & 66/11 KV power transformers has been completed. Sub-station ready for commissioning for the want of availability of 66 KV Bay from D.T.L.
- About 90% building construction work at Sub-station Constitution Club has been completed. 33 KV transformers, GIS board and 11 KV panel board has been installed.
- The construction work has also taken up at Keventor Dairy & Netaji Nagar.
- Augmentation work of all the three number transformers capacity at Sub-station Nirman Bhawan completed.
- 33 KV G.I.S. board received at six Sub-stations and installed at five Sub-stations.
- 66 KV GIS board installed at Sub-station State Guest House and Sub-station Bapu Dham.
- Erection work of 66/33 KV & 66/11 KV power transformer work completed at Sub-station State Guest House.
- 11 KV board received at six Sub-stations and erection work is in progress.
- 66 KV grade cable laying work has been completed & 95% of 33 KV grade cable laying work completed.
- The SCADA work has been awarded on 18-2-09. RTU Panels erection work has been completed at 15 Sub-stations. Two lots of CMR & MFT have been received and installation work in progress at 17 Nos. Electric Substation. SCADA Control Room work is in progress at Nirman Bhawan Sub-station.

(b) Work being executed by NDMC. (ANNEXURE A-2 See pages 75 - 78)

- 54 MVA transformation capacity added at 33 KV level by replacing/augmenting transformers at various Sub-stations (Mandi House, Connaught Place, Dalhousie Road, Tilak Marg, Bapu Dham, Kidwai Nagar & Nirman Bhawan).
- The work for replacement of 33 KV cable from I.P. Station Bay No.28,38 & 42 to Sub-station Connaught Place is completed.
- Augmentation/replacement of 33 KV old switchgears with new GIS at Sub-station AIIMS, Vidyut Bhawan, Baird Lane has been awarded to M/s Siemens India Pvt. Ltd. and to be completed by 30-04-2012.
- Cable replacement of 33 KV cable work at between various Sub-stations are under progress and for some cables tenders have been invited.

(ii) Augmentation of distribution network under execution**(ANNEXURE –B See pages 79 - 80)**

- Estimate for replacement/augmentation of 54.0 Km. HT cable in NDMC area has been sanctioned by the Council and is under execution.
- Procurement of HT 400 sq. mm cables has been initiated for replacement / augmentation of HT 11 KV cable-174 feeders (106 Km.). Supply order has been placed and the firm has delivered the cable.
- Estimate for re-arrangement and new proposed HT feeds for various 11 KV Electric Substations from proposed 66 KV Electric Substation Bapu Dham, New Delhi has been approved by the Council and in the process of execution.
- Estimate for re-arrangement and new proposed HT feeds for various 11 KV Electric Substations from proposed 33 KV Electric Substation Raja Bazar, New Delhi has been approved and in the process of execution.
- Estimate for new proposed HT feeds for various 11 KV Electric Substations from proposed 33 KV Electric Substation Constitution Club, New Delhi has been approved by the Council and in the process of execution.
- Estimate for new proposed HT feeds for 11 KV Electric Substations from proposed 33 KV Electric Substation Connaught Place, New Delhi has been approved by the Council and in the process of execution.
- Estimate for augmentation of LT network at Akbar Road and Maulana Azad Road area has been approved and issued for execution.
- Augmentation of Electric Substation at A Block, Netaji Nagar from 1 x 500 KVA to 2 x 500 KVA has been completed.
- Augmentation of Electric Substation at CRSD Hanger, Safdarjung Airport from 2 x 500 KVA to 2 x 1000 KVA has been completed.
- Addition to transformer capacity of 1 x 1000 KVA to the existing 2 x 1000 KVA at Electric Substation Shahjahan Road has been completed.
- Installation of 990 KVA Unitized Sub-station near South Market in Kidwai Nagar (East) to provide quality power supply to the residents of Kidwai Nagar (East)
- Installation of 990 KVA Unitized Sub-station near Barat Ghar Moti Bagh to provide power supply to Barat Ghar and surrounding residential colonies in Moti Bagh (West).

(iii) List of improvement works under execution**(a) Replacement of 11KV HT switchgears**

Procurement of 120 nos. HT panels in process. Supply order placed and delivery expected to start in two months.

(b) Replacement of transformers

57 No. transformers have been replaced in M/S area.

(c) Replacement of LT switchgears

- LT panel replacement work in 166 Nos. E.S.S. in M/S area has been completed.
- Procurement of 113 Nos. LT panel in process. Supply order placed. Approval of Drawings is in process.
- Estimate amounting to Rs.17,49,37,148/-(G) for replacement of LT panels at various Substations in M/N area has been approved by the Council for Phase-II and the same is under process of execution.

- Estimate amounting to Rs.11,09,36,000/-(G) for replacement of LT panels at various Sub-stations in M/N & M/S area under Phase-IV has been approved by the Council and the same is under process of execution.
- Estimate for replacement of LT panels in left out 15 no. Electric Substations in M/N area has been approved and in the process of execution.

(d) Replacement of feeder pillars

- Rusted & worn out 72 No. feeder pillars have been replaced & commissioned.
- Procurement of 250 Nos. big feeder pillars has been completed.
- Supply of 125 Nos. medium/mini pillars have been received.

(iv) Establishing of Electric Substations

- Estimate for installation of additional 8 Nos. transformers at various Sub-stations in Sarojini Nagar area has been approved and is in the process of execution.
- Estimate for construction of Switching Station at Veeranwali Chanakyapuri has been approved and in the process of execution.
- Estimate for construction of Switching Station at Cross Road No.II Sarojini Nagar has been approved and in the process of execution.
- Estimate for construction of a Switching Station near Barat Ghar Khan Market has been approved by Council. The equipments are being procured.
- Estimate for construction of 10 Nos. Sub-stations has been prepared for Netaji Nagar NBCC complex one no. s/s has been commissioned.
- Estimate for construction of a Sub-station near American School, Chanakyapuri has been approved by the Council and in the process of execution.
- The work of 1 No. unitized substation at Children Park has been completed.
- Estimate for augmentation of CRSD Hanger has been approved and work is under execution.
- Tenders for Procurement of additional 13 No. Unitized Sub-stations have been dropped, fresh tenders have been invited.
- Estimate for installation of 1 x 990 KVA Unitized Sub-station at Shaheed Sabharwal Marg, Netaji Nagar has been approved and in the process of execution.
- Estimate for installation of 2 x 990 KVA Unitized Sub-stations at Scindia House has been approved and in the process of execution.
- Estimate for installation of 1 x 990 KVA Unitized Sub-station at Barat Ghar, Netaji Nagar has been approved and in the process of execution.
- Estimate for installation of 1 x 990 KVA Unitized Sub-station at Barat Ghar Lodhi Colony has been approved and in the process of execution.
- Estimate for installation of 1 x 990 KVA Unitized Sub-station at Swati, Mandir Marg has been approved and in the process of execution.
- Estimate for installation of 11 KV board at Sub-station Handloom Complex, Janpath is in the process of approval.
- Estimate of augmentation of Sub-station Pandara Park has been approved and issued for execution.

(v) Installation of dry type transformers

- 57 no. 1000 KVA dry type transformers have been received.
- Out of 37 Nos. 1600 KVA dry type transformers, 27 nos. have been received.
- Procurement of another 20 Nos. 1600 KVA dry type transformers in process. Supply order placed.
- Estimate for replacement/augmentation of 20 nos. oil type transformers with dry type transformers in left out multi storeyed buildings has been approved by the Council and same is under process of execution.

(vi) Energy Conservation

- The work of replacement of convention chokes by electronic chokes in light fittings installed in all the Schools located in South of Rajpath area is in progress.
- Additional quantity of 2500 Nos. Electronic Energy Meters single phase has been received.
- A new case of procurement of 35000 single phase Electronic Energy Meters has been processed, tenders opened and under examination.
- Procurement of 5000 three phase Electronic Energy Meters has been completed.
- Tenders for Procurement of 54 nos. common meter reading instrument (CMRI) have been opened and inspection under process.
- Supply of 2 nos. test benches has been received.
- Supply order for procurement of LED lighting at Talkatora Garden has been placed.
- An estimate for installation of Shunt capacitors 25.2 MVAR at five 33 KV Sub-stations has been approved by the Council and issued for execution.

(vii) Service Van

Tender have been dropped two times. Fresh tender is invited with revised specification and supply order placed.

(viii) Upgradation of Road lighting

Work for Upgradation for 79 Nos. road lighting on main roads under phase 1 & 2 including automatic operation of street light by GSM technology has been completed.

(ix) Hydraulic Tower Ladder for Road Lights

Delivery of 5 No. Hydraulic Tower Ladders has been received.

(x) **Allotment of land by L&DO**

51 sites at various places in NDMC area have been inspected alongwith the staff of L&DO. Only 24 sites have been found suitable for construction of Electric Substations. Letters have been written to L&DO for allotment of these sites. As desired by L&DO, exact sites are being marked on Map.

Annexure 67 – 80

Annexure ends

ITEM NO. 11(C-35)**CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 100 LACS.**

Section 143 (d) of NDMC Act, 1994 provides that every contract involving an expenditure of Rs.1 lac but not exceeding Rs.100 lacs under clause 143 (c) shall be reported to the Council. In pursuance of these provisions, a list of contracts entered/executed upto January, 2011, have been prepared.

A list of the contracts, entered into for the various schemes, is accordingly laid before the Council for information. **(See pages 82 - 92).**

COUNCIL'S DECISION

Information noted.

Annexure 82 – 92

Annexure ends

ITEM NO. 12 (C-36)**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 December, 2010, had already been included in the Agenda for the Council Meeting held on 14.01.2011.

A report on the status of execution of the ongoing schemes/works awarded upto January, 2011, is placed before the Council for information. **(See pages 94 - 174).**

COUNCIL'S DECISION

Information noted.

Annexure 94 – 174

Annexure ends

ITEM NO. 13 (U-05)**NIT FOR SECURITY CONTRACT BASED ON THE REPORT OF THE SUB-COMMITTEE
CONSITUTED FOR FINILAZATION OF GUIDELINES****Name of the Department: Security Department**

The Council considered an agenda vide item No. 6 (U.02) in its meeting held on 16.06.2010 regarding award of work relating to "Security and Traffic Arrangements at various locations of NDMC under Group Contract 'C' to 'H'". The Council resolved that the tenders be rejected and fresh tenders be invited as per suggestions of a Sub-Committee comprising of Sh. Karan Singh Tanwar, MLA & Member, NDMC, Director (Finance) and Chief Security Officer. It was further decided that the existing contracts may be extended till finalization of tendering process.

The said Committee submitted its report which was placed before the Council vide Item No. 13(U-04) on 14.01.2011 and it was resolved that the recommendations of the Sub-Committee may be scrutinized by the Finance and Law Departments and thereafter be brought before the Council again in due course.

Accordingly, the recommendations of the Sub-committee were referred to Finance and Law Departments for scrutiny. Law Department has concurred in the recommendations whereas Finance Department has given some suggestions which have been incorporated in the NITs. (both NITs for Group Contract 'C', 'D' & 'H' as well as for 'E', 'F' & 'G' are enclosed as **Annexure I & II See pages 176 - 195**). The GroupWise breakup of manpower is placed as **Annexure 'III' (See page 196)**.

The case is placed before the Council for information and approval to float the tenders on the basis of modified NITs and breakup of manpower as above.

COUNCIL'S DECISION

Resolved by the Council to accord approval to float the tenders on the basis of modified NITs and breakup of manpower as given in the preamble.

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI

1.	Date & Time of Pre-Bid Meeting		
2.	Last date & time for online submission of Tender Documents.		
3.	a.	Date and time of online Opening of Technical Bid	
	b.	Date and time of online Opening of Financial Bid	

TENDER NOTICE

The undersigned invites for and on behalf of N.D.M.C. online tenders in three bid system from the firms having experience in Security and Traffic Services/Arrangements for providing Security and Traffic Services/Arrangements at N.D.M.C. Premises in respect of the following groups:-

S. N.	Group Of Contract	Description	Estimated cost/ Earnest Money	Last date of Submission/O pening
1.	'C', 'D' & 'H'	Security and Traffic Services/Arrangements at Palika Parking and other NDMC Premises.		

The tender documents can be downloaded from the following websites

- (a) <https://delhi.govtprocurement.com>.
- (b) <https://ndmc.gov.in>

CONTENTS OF BID

1. Earnest Money

The Earnest Money in the shape of original Demand Draft/Pay Order of a scheduled Bank issued in favour of the SECRETARY, NDMC payable at Delhi/New Delhi should be kept in a sealed cover and to be dropped in the tender box placed in the office of Chief Security Officer, Mezzanine Floor, NDMC Palika Kendra, Sansad Marg, New Delhi-110001 before last date & time for submission of Bid and scanned copy of the same should be submitted online as well.

2. Check List for Technical Bid

The scanned copy of following documents in support of eligibility of bidder should be submitted online and duly attested copies of the same should be kept in a sealed cover and to be dropped in the tender box placed in the office of the Chief Security Officer NDMC (Mezzanine Floor, Palika Kendra, Sansad Marg, New Delhi – 110001) before last date and time for submission of Bid:-

- (i) Undertaking that the bidder has never been black listed as per clause 1 of **ELIGIBILITY CRITERIA.**
- (ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of

Directors/Partners also (b) Copy of Valid License under Contract Labour Act or under any other Acts/Rules applicable (c) Copy of Valid Provident Fund Registration Number (d) Copy of Valid ESI Registration Number (e) Copy of PAN Card under Income Tax Act, (f) Copy of Service Tax Registration Number, (g) Copy of valid ISO Certificate.

- (iii) Proof of Average Annual turnover as stated in Clause 3 of Eligibility Criteria viz. copy of acknowledgement page of income tax return filed (of the last 3 years).
- (iv) Bank Solvency Certificate of Rs. 50 lakh issued by a Scheduled Bank.
- (v) Performance Certificate in support of clause 5 of Eligibility Criteria.
- (vi) Undertaking with list of manpower in support of clause 6 of Eligibility Criteria.
- (vii) Undertaking with list in support of clause 7 of Eligibility Criteria.
- (viii) Proof of experience as stated in Clause 8 of Eligibility Criteria and performance certificates as per clause 3 of Terms and Conditions for Security Contract.

BIDDING PROCEDURE

The **first cover** marked, as Earnest Money shall contain Earnest Money in the shape of Demand Draft/Pay Order of a Scheduled Bank issued in favour of Secretary, NDMC payable at local branch at Delhi/New Delhi. **Second cover** marked, as Technical Bid shall contain all the photocopies of documents in support of eligibility of bidder. These two covers/envelopes should be kept in **third cover/envelope super scribed** with the name of security contract group, contractor's name and address.

The Contractor shall quote rates as per clause 2 of terms and conditions for Security Contract.

FINANCIAL BID

- a) The Financial Bid of only those bidders shall be opened whose documents as per checklist will be found in order as per Eligibility Criteria. The bidder is requested to quote the rate online only on the prescribed format.
- b) Among the eligible bids, tender will be awarded to the L1 Bidder.

In case more than one eligible bidder turns out to be the lowest in financial bid, the tender will be awarded only to one bidder on the basis of draw of lots by throwing/picking of folded paper slips of eligible bidders in their presence.

ELIGIBILITY CRITERIA

1. The Contractor should have never been blacklisted on any occasion by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.
2. The bidder should have a proof of : (a) proprietorship/ partnership firm/company/Society and registration of the firm/company/Society establishing legal identity and proof of registration of the firm/company/Society, (b) Valid License under Contract Labour Act or under any other Acts, Rules applicable, (c) Valid Provident Fund Registration Number, (d) Valid ESI Registration Number, (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) A valid ISO Certificate.

3. Average annual financial turnover for the last three consecutive financial years ending 31st March of the preceding year should not be less than Rs.3.00 crore for which the firm would submit the annual audited accounts and copies of Income Tax Return filed by them for the respective years.
4. The firm would also furnish the solvency certificate of Rs.1.00 crore issued by a Scheduled Bank only. This Bank solvency certificate would also be got verified from the Bank concerned.
5. Must have executed 03 security contracts out of which (a) 02 security contracts during last year with deployment of 100 or more Security Guards in Delhi/NCR and (b) one annual Security Contract in Central Govt./State Govt./Central Autonomous Body/Central Public Sector Undertaking with a manpower not less than 50% of the manpower depicted in the NIT of the relevant group during the last two years.
6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 300 hundred.
7. Number of Ex-military/Ex-Para military/Ex Police personnel on Roll should not be less than 50.
8. Must have at least seven years experience of similar security works.

Owing to security reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C. For this purpose, the financial bid of all the Groups will be opened in the sequence 'C', 'D' and then 'H'.

General Conditions:

1. Incomplete & conditional tenders shall be summarily rejected.
2. In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract, if already awarded to the bidder, to be null and void.
3. N.D.M.C. reserves the right to accept any/all tenders without assigning any reasons what so ever.

CHIEF SECURITY OFFICER
NDMC

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI

TERMS AND CONDITIONS FOR SECURITY CONTRACT

Tenders are invited as stated in the tender notice from Agencies having experience in the field of Security and Traffic Arrangements/Services for providing "Security and Traffic Services/Arrangements at Palika Parking and other NDMC Premises under Group Contract 'C'. The scope of work and schedule of quantity are attached as per Annexure I & II. The general terms and conditions of the tender are as follows: -

1. CONTRACT PERIOD

That this contract shall be deemed to come into force w.e.f. the date of deployment of trained security personnel i.e. within two months from the date of award of contract and shall be for a period of two years which may be extended annually upto two years by the "NDMC" on the performance of the firm to the entire satisfaction of the Chief Security Officer on mutually agreed terms and conditions.

2. PRICE/RATE

- a) The bidder shall quote all inclusive rates on the basis of minimum wages applicable on the date of issue of NIT including fringe benefits like EPF, ESI and administrative charges with services charges/ professional charges (which should be workable and reasonable) on the amount calculated under minimum wages as referred to above, irrespective of actual date of submission or opening of bids. Any deviation from this condition will render a bid ineligible. All revisions in the minimum wages after the issue of NIT and actual award of tender will be ignored for the purpose of tender evaluation and will get adjusted by the successful bidder as per clause 6 (a) of this agreement. The rates quoted will also include all statutory obligation of the contractor under Minimum Wages Act. Contract Labour (R&A) Act. all kinds of Taxes, Services Charges, Service Tax etc.
- b) The category of security staff under Minimum Wages Act. will be considered as under:-
- | | | |
|-------|---------------------|---------------------|
| (i) | Security Guard | Semi Skilled |
| (ii) | Security Supervisor | Skilled Matriculate |
| (iii) | Chief Supervisor | Skilled Graduate |
- Note: A Security Guard is a Semi Skilled person as he has been given training as per PSA Act. 2005 and PSA Central Model Rules 2006.
- c) The tenderer/Contractor/firm should quote his rates in one language only i.e. either in Hindi or in English. Rates should be quoted in Indian Rupees both in figures as well as in words. In case the contractor has quoted rates in both the languages and the rate so quoted in one language differ from the rates quoted in words and figures in the other language then the lowest rates quoted by the contractor in any language shall be treated as the rates quoted by the contractor.
- d) The NDMC reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- e) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.

3. PERFORMANCE CERTIFICATE

The sample performance certificate to be attached by the tenderer is given below and it should be taken from the client (in their letter head) by the tenderer.

It is certified that M/S (tenderer) had provided Security Services to our firm for the premises located at _____ and had deployed _____ (in words) _____ number of Security Guards and _____ number of Security Supervisors in this premises for the period from _____ (date) to _____ (date). The financial components of the security work contract for the above said work is Rs. _____/- (Rupees _____). The performance of the firm was satisfactory/good/Very Good/Excellent/ Outstanding. (Score out whichever not applicable).

4. VALIDITY OF TENDER

The tender shall remain open for acceptance for a period of 90 days from the date of opening financial bid of the tender. If the day upto, which the offer is to remain open, has been or is declared to be closed holiday for the New Delhi Municipal Council, the offer shall remain open for acceptance till the next working day. The successful tenderer shall be notified by the NDMC during the stipulated period of validity of the tender, i.e., within 90 days of the opening of the tenders, that his tender has been accepted and he shall be bound by the terms and conditions of the NIT.

5. DEPLOYMENT OF SECURITY PERSONNEL

- a) That the "Contractor" shall provide high quality Security Services to the "NDMC" by providing Security Guards who are:
 - i). Medically fit, well built and height/weight not less than 170 cm/54 Kg. in case of male and 160 cm/48 Kg. in case of female (certified by MBBS Doctor).
 - ii). Educational Qualification – Matriculation/10th pass.
 - iii). Not more than 45 years of age.
 - iv). Uniformed (as per standard set by NDMC).
 - v). Having Identity Cards, name badge and trained for the job.

b) Training

The contractor shall ensure that all the security guards deployed must be trained as per **The Private Security Agencies Central Model Rules, 2006**. The training must be imparted from any institute accredited by **National Council of Vocational Training, Ministry of Labour & Employment and certification by Directorate General of Education & Training**. The photocopy of the same shall be submitted to NDMC at the time of deployment i.e. within two months of award of work at his own cost and expenses.

The "Contractor" will also ensure to impart regular/refresher training to security guards at his own cost and expenses and bring them to the level of up to date job requirement both physically and professionally.

- c) The antecedents of security staff deployed by the contractor must be verified by the local police authority.
- d) The Security Supervisor and Chief Supervisor must be a retired Police/Defence personnel but not more than **55 years** of age.
- e) The contracting Contractor shall not employ any person below the age of 18 years.

6. PAYMENT

- a) The "Contractor" shall be paid the rate as referred to in Para 2 above. In case the minimum wages are increased / revised by the Govt. of NCT Delhi by an order made under Minimum Wages Act after the date of issue of NIT, the charges payable to the Contractor shall be revised accordingly with effect from the date of Govt. order under the Minimum Wages Act.
- b) All statutory deductions like Income Tax, Service Tax or any other tax at the rates applicable at the time of payment shall be made from bills of the Contractor.

- c) **The "Contractor" shall pay wages to its employees through Electronic Clearing Service (ECS) within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT, Delhi. The soft copies containing details viz Unique Employee Code of the individual, total number of duties performed during the month, contribution made towards the individual's EPF & ESI Accounts will be submitted along with monthly bills (on prescribed proforma).**
- d) That the "Contractor" shall submit its bills for the monthly reimbursement of Minimum Wages, Fringe Benefits and Administrative Charges plus Service Charges/Professional Charges of the previous month by the 10th working day of the following month. The bills will be paid to the "Contractor" at the earliest possible.
- e) Final bill shall be paid within 90 days after submission of the final bill by the Contractor.
- f) That the Security Guards and Supervisors including Chief Supervisors engaged by the "Contractor" for providing the service to the "NDMC" shall at all times and for all purposes be the employee of the "Contractor" who shall be solely responsible for providing all fringe benefits to such employees viz. Wages, Bonus, Provident Fund, E.S.I., Gratuity etc. as per provisions of the law applicable **under Minimum Wages Act, Govt of NCT of Delhi** for such purpose from time to time. The "Contractor" shall furnish a certificate to this effect every month, failing which the "NDMC" shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this clause by the "Contractor".
- g) That the "Contractor" shall provide additional personnel as and when required by the "NDMC" on the same rates, terms and conditions as mentioned in this agreement.

7. PERFORMANCE SECURITY

- i. To ensure due performance of the contract and safeguarding the interest of NDMC in all respect, the contractor would be required to furnish performance security for an amount of 10% of the contract value in the form of Bank Guarantee/Demand Draft from a nationalized/scheduled bank in India, in favour of Secretary, NDMC. It would be required to be furnished within 10 days of the award of the work and would be valid for a period of 60 days beyond the date of completion of the all contractual obligations of the firm.
- ii. In case the tender is accepted and/or if tenderer refuses or is not willing to execute the order or commit default of any terms and conditions of the tender work at any time, the Council shall reserve the right to forfeit the Performance Security.
- iii. The tenderer will not be entitled to any claim for interest on the **Earnest Money/ Performance Security**.
- iv. Performance Security of the contractor shall be refunded after scheduled period of the Agreement.

8. TENDERER'S RESPONSIBILITY

- a) The bidder is required to provide security services to this department and is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
- b) That the "Contractor" shall work under the overall supervision and directions of the "NDMC" or any other officer authorized by it on its behalf.
- c) That the "NDMC" shall have the right to ask for the removal of any person of the "Contractor" who is not considered to be of good conduct, well behaved, competent, disciplined and orderly in the discharge of his duties assigned to him.
- d) That the "Contractor" shall comply with all legal requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act, 1970, at its own cost.

- e) That for providing proper and satisfactory Security Services the "Contractor" shall perform the duties/functions as detailed in Annexure-I and as assigned to it from time to time by the "NDMC".
 - f) The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timing of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirement. Prolonged duty hours (more than 8 hours at a stretch) shall not be allowed keeping in view the sensitive nature of duty. **Nonetheless; to meet out the exigencies, prolonged duty hours may be allowed but in any case, such duties shall not be more than 10% of total duty hours performed during the month by any security staff. Accordingly such posts will be treated as vacant and no payment will be made.**
 - g) The "Contractor" shall deploy its staff on duty at the places/points as directed by the NDMC from time to time. The "Contractor" shall provide and maintain a separate attendance register for each month at every location. It will contain shiftwise deployment of security staff. This will be countersigned by the authorized official of the department. The duty of the staff should be arranged in such a manner so that weekly off and offs in lieu of festivals and national holidays etc. is provided to the staff as per law in force. The duties of the staff should be rotated accordingly. On closing of every month, the attendance register will be collected by the NDMC Security Staff.
 - h) While raising the bill; deployment particulars of the personnel engaged during the month, shift wise should be shown. The "Contractor" has to give an undertaking (on the format) duly countersigned by the concerned official of the department, regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
 - i) The contractor shall undertake to indemnify the N.D.M.C. against all losses, damages, cost etc. and shall always keep it fully indemnified during the period of contract.
 - j) The contractor should have round the clock control room service in Delhi alongwith quick response team to deal with emergent situations.
 - k) The contractor of Group contract 'X' shall provide 20 Walkie-Talkie sets at the respective duty points. The cost of providing Walkie-Talkie sets and its maintenance/upkeep to keep them functional will also be the responsibility of the security contractor.
- Note: The Number shown are indicative and the actual number may vary.
- l) At every location at least one mobile phone will be made available (round the clock) with the security guard/supervisor by the security contractor for any further communication with the office of the CSO. To keep the mobile phone in order and making timely payment of its call charges will also be the responsibility of the security contractor.
 - m) The "Contractor" will also be responsible to provide torches, lathis and batons as per requirement.

9. TERMINATION OF THE CONTRACT

- a) Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the contractor is blacklisted or enters into partnership with black listed contractor of the NDMC or any other department, or Government or its undertakings.
- b) That the contract can be terminated at any time before the expiry of the period of contract by the "NDMC" by giving one month's notice and satisfaction of the "NDMC" in this regard would be sufficient cause and once the contract is terminated this issue shall not be contestable by the "CONTRACTOR".
- c) That the "Contractor" shall abide by all the terms and conditions of the contract work. In case of breach of any of the terms and conditions, NDMC shall be at

liberty to terminate the contract without any notice to him and the Contractor shall have no claim for compensation for any loss that it may incur on this account.

- d) **Risk and Cost** – In case of breach of contract on the part of the firm/contractor, NDMC shall have powers (a) to determine the contract or rescind the contract. Upon such determination or rescission, (b) the performance security shall be liable to be forfeited and shall be absolutely at the disposal of NDMC and (c) to get the work done/service obtained from another contractor at the risk and cost of the original contractor. Extra cost involved in getting the work done/service obtained through another contractor would be recovered from the original contractor.
- e) That the "Contractor" shall not engage any sub-contractor or transfer this contract to any other Contractor/person. In case any complaint is received and found true than its contract will be terminated after giving seven days notice for which the decision of Chief Security officer will be final and NDMC will be at liberty to hold any amount due to the Contractor.

10. OTHER RESPONSIBILITIES OF TENDERER

- a) That in case any employee of the "Contractor" is negligent or absent during his duty and as a result, if any loss or damage is sustained by the "NDMC" then that loss or damage shall be compensated by the "Contractor". The loss or damage sustained shall be ascertained from the concerned department and shall be binding on the "Contractor". The loss or damage sustained shall be liable to be deducted from the monthly bill/bills of "Contractor".
- b) That any person engaged by the "Contractor" found misbehaving with "NDMC" Staff on duty or the general public visiting the office should be immediately removed without giving any opportunity of being heard.
- c) That the "Contractor" and its staff shall take proper and reasonable precautions against any loss, destruction's, waste or misuse of the areas of responsibility given to it by the "NDMC" and shall not knowingly lend to any person/company/Contractor any of the effects on assets of the "NDMC".
- d) That the Contractor and its staff shall take proper and reasonable action for protection of property from theft and damage.
- e) Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
- f) That the "Contractor" shall not at any stage cause or permit any nuisance at the premises of the "NDMC" or do anything which may cause unnecessary disturbance or inconvenience to "NDMC" staff on duty and the public visiting the "NDMC".
- g) That the staff engaged by the "Contractor" shall not do any other professional or other work for reward or otherwise engage himself either directly or indirectly except for and on behalf of the "Contractor".
- h) No accommodation for the staff deployed would be provided by the NDMC. All facilities to the staff deployed shall be provided by the Contractor such as neat and clean uniforms, stationery, torches & cell, lathis etc. at their own cost.
- i) That the obligation of both parties will be suspended when either of the party is subject to force majeure /conditions such as civil disturbances, storms, tempest, riots, strikes (other than the strike by the staff engaged by the "Contractor") acts of God, state of emergency etc. or Govt. notification/order which prevent either party to perform their duty.
- j) That the "Contractor" will be informed by the "NDMC" of any change that can affect the security of the premises being guarded.
- k) That the "NDMC" will take all precautionary measures as laid down in establishment/building legislation to avoid any damage loss or injury.
- l) That the "Contractor" will be permitted to engage professional assistance/personnel from third parties in the event of exigencies at own risk and cost.
- m) That the "Contractor" will endeavor that its staff shall not at any time, without the consent of the "NDMC" in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by them and shall not disclose to

anybody any information relation to the affairs of the "NDMC". This will, however, not apply to the information, which is, or become public knowledge.

- n) That the Contractor will ensure that none of its employees take part in Union/ Political activities during the currency of contract which may jeopardize the security of a place or building or adversely affect the security. N.D.M.C. shall not be in any way responsible for any act of omission or commission of the employees deployed by the Contractor and if any liability arises due to any accident and consequent injuries to any worker(s) that shall be borne by Contractor and no responsibility will rest with N.D.M.C.

11. PENALTIES :-

- a) The personnel engaged by the "Contractor" shall be dressed in neat and clean uniform (including proper name badge), failing which a penalty of Rs. 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- b) For misbehaving on part of security staff penalty of Rs. 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- c) Any violation of the terms/conditions of the contract will invite a penalty of Rs. 5000/= on each occasion.

The Decision of the Chief Security Officer in this regard shall be final and the penalty so imposed shall be deducted from the Contractor's monthly Bill.

12. The department shall not be under any obligation for providing employment to any worker of the contractor after the expiry of the contract. The department does not recognize any employee – employer relationship with any of the workers of the contractor.

13. ARBITRATION

That any dispute/difference arising out or relating to this agreement including the interpretation of its terms will be resolved through joint discussion. However, if the disputes are not resolved by joint discussions then the matter will be referred to the Sole Arbitrator as appointed by the CHAIRMAN, NDMC whose decision shall be final and binding on both the parties. Courts at New Delhi/Delhi shall have the jurisdiction over the same.

DECLARATION

I/We certify that all the terms and conditions given at Serial No. 1 to 13 have been read out carefully and agreed to follow the same and the tender filled up by me/us and the contents given above are true to the best of my knowledge and nothing has been concealed there from.

**Signature of the Tenderer/Firm
Full Name**

SCOPE OF WORK OF SECURITY STAFF DEPLOYED FOR THE WORK "SECURITY AND TRAFFIC ARRANGMENTS/ SERVICES AT NDMC PREMISES UNDER GROUP CONTRACTS 'C', 'D' & 'H'

1. Protection of property from theft and damage.
2. Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
3. Regulation of parking of the vehicle of different categories in the respective reserve area and keep the common circulation area free for smooth flow of traffic & regulating it properly.

SPECIFICALLY THE SECURITY GUARDS SHALL:

1. Check entry and exit of all vehicles.
2. Check any kind of bag/briefcases being carried into or out of the premises.
3. Check entry and exit of all persons.
4. Keep watch on the activities of all persons within the premises with a view to prevent any theft or occurrence of any untoward incident.
5. Not allow any unauthorized selling or vending of any commodity/eatables inside the premises.
6. Check the Identity cards, duly issued by the "NDMC" of all authorized vendors/sellers from time to time.
7. Prevent any kind of theft or damage to NDMC property during the office hours, after office hours and during house keeping operations.
8. Not allow any person to carry anything except his/her papers or personal bags inside and take out of the premises without a gate pass issued by the security branch of the NDMC.
9. Prevent any person from defacing of the NDMC property by way of spitting, fixing posters or by using any other means.
10. Regulate the traffic of vehicles and their parking within the premises as determined.
11. Not allow any vehicle to park on the road and at any unauthorized place.
12. Allow only departmental vehicles to be parked at the place marked for them in the parking bays.
13. Not allow any two-wheeler to be parked at the parking place of four wheelers.
14. Maintain all the keys of the "NDMC" buildings in a systematic way, floor-wise in the guardroom. The duplicate keys shall be maintained separately. Issue and receipt of every key will be entered daily in a register maintained for this purpose supplied by the NDMC. After office hours and during holidays, the rooms will be opened only to authorized persons a list of whom will be supplied by the NDMC. The Department will also supply proper key boxes.
15. Check the lock and lights of each floor and in case it is found that any light has not been put off, or any room has been left unlocked, the report will be submitted the next day morning to the Chairperson, NDMC/ Chief Security Officer, NDMC for necessary action.

These duties/functions of the security staff are general in nature and are not exhaustive. More duties/functions relating to the Security can be assigned by the "NDMC" from time to time as deemed fit.

CHIEF SECURITY OFFICER

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI

1.	Date & Time of Pre-Bid Meeting		
2.	Last date & time for online submission of Tender Documents.		
3.	a.	Date and time of online Opening of Technical Bid	
	b.	Date and time of online Opening of Financial Bid	

TENDER NOTICE

The undersigned invites for and on behalf of N.D.M.C. online tenders in three bid system from the firms having experience in Security and Traffic Services/Arrangements for providing Security and Traffic Services/Arrangements at N.D.M.C. Premises in respect of the following groups:-

S. N.	Group Of Contract	Description	Estimated cost/ Earnest Money	Last date of Submission/O pening
1.	'E', 'F' & 'G'	Security and Traffic services/Arrangements at various NDMC premises		

The tender documents can be downloaded from the following websites

- (a) <https://delhi.govtprocurement.com>.
(b) <https://ndmc.gov.in>

CONTENTS OF BID

1. Earnest Money

The Earnest Money in the shape of original Demand Draft/Pay Order of a scheduled Bank issued in favour of the SECRETARY, NDMC payable at Delhi/New Delhi should be kept in a sealed cover and to be dropped in the tender box placed in the office of Chief Security Officer, Mezzanine Floor, NDMC Palika Kendra, Sansad Marg, New Delhi-110001 before last date & time for submission of Bid and scanned copy of the same should be submitted online as well.

2. Check List for Technical Bid

The scanned copy of following documents in support of eligibility of bidder should be submitted online and duly attested copies of the same should be kept in a sealed cover and to be dropped in the tender box placed in the office of the Chief Security Officer NDMC (Mezzanine Floor, Palika Kendra, Sansad Marg, New Delhi – 110001) before last date and time for submission of Bid:-

- (i) Undertaking that the bidder has never been black listed as per clause 1 of **ELIGIBILITY CRITERIA.**
- (ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/Partners also (b) Copy of Valid License under Contract Labour Act

or under any other Acts/Rules applicable (c) Copy of Valid Provident Fund Registration Number (d) Copy of Valid ESI Registration Number (e) Copy of PAN Card under Income Tax Act, (f) Copy of Service Tax Registration Number, (g) Copy of valid ISO Certificate.

- (iii) Proof of Average Annual turnover as stated in Clause 3 of Eligibility Criteria viz. copy of acknowledgement page of income tax return filed (of the last 3 years).
- (iv) Bank Solvency Certificate of Rs.50 Lakh issued by a Scheduled Bank.
- (v) Performance Certificate in support of clause 5 of Eligibility Criteria.
- (vi) Undertaking with list of manpower in support of clause 6 of Eligibility Criteria.
- (vii) Undertaking with list in support of clause 7 of Eligibility Criteria.
- (viii) Proof of experience as stated in Clause 8 of Eligibility Criteria and performance certificates as per clause 3 of Terms and Conditions for Security Contract.

BIDDING PROCEDURE

The **first cover** marked, as Earnest Money shall contain Earnest Money in the shape of Demand Draft/Pay Order of a Scheduled Bank issued in favour of Secretary, NDMC payable at local branch at Delhi/New Delhi. **Second cover** marked, as Technical Bid shall contain all the photocopies of documents in support of eligibility of bidder. These two covers/envelopes should be kept in **third cover/envelope super scribed** with the name of security contract group, contractor's name and address.

The Contractor shall quote rates as per clause 2 of terms and conditions for Security Contract.

FINANCIAL BID

- a) The Financial Bid of only those bidders shall be opened whose documents as per checklist will be found in order as per Eligibility Criteria. The bidder is requested to quote the rate online only on the prescribed format.
- b) Among the eligible bids, tender will be awarded to the L1 Bidder.

In case more than one eligible bidder turns out to be the lowest in financial bid, the tender will be awarded only to one bidder on the basis of draw of lots by throwing/picking of folded paper slips of eligible bidders in their presence.

ELIGIBILITY CRITERIA

1. The Contractor should have never been blacklisted on any occasion by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.
2. The bidder should have a proof of : (a) proprietorship/ partnership firm/company/Society and registration of the firm/company/Society establishing legal identity and proof of registration of the firm/company/Society, (b) Valid License under Contract Labour Act or under any other Acts, Rules applicable, (c) Valid Provident Fund Registration Number, (d) Valid ESI Registration Number, (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) A valid ISO Certificate.
3. Average annual financial turnover for the last three consecutive financial years ending 31st March of the preceding year should not be less than Rs.1.00 crore for which the firm would submit the annual audited accounts and copies of Income Tax Return filed by them for the respective years.
4. The firm would also furnish the solvency certificate of Rs.50 lakh issued by a Scheduled Bank only. This Bank solvency certificate would also be got verified from the Bank concerned.
5. The firm should have satisfactorily executed one annual Security Contract in Central Govt. /State Govt. /Central Autonomous Body/Central Public Sector Undertaking with a manpower not less than 50% of the manpower depicted in the NIT of the relevant group during the last two years.
6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 200 hundred.
7. Number of Ex-military/Ex-Para military/Ex Police personnel on Roll should not be less than 50.
8. Must have at least three years experience of similar security works.

Owing to security reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C. For this purpose, the financial bid of all the Groups will be opened in the sequence 'E', 'F' and then 'G'.

General Conditions:

4. Incomplete & conditional tenders shall be summarily rejected.
5. In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract, if already awarded to the bidder, to be null and void.
6. N.D.M.C. reserves the right to accept any/all tenders without assigning any reasons what so ever.

CHIEF SECURITY OFFICER
NDMC

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI

TERMS AND CONDITIONS FOR SECURITY CONTRACT

Tenders are invited as stated in the tender notice from Agencies having experience in the field of Security and Traffic Arrangements/Services for providing "Security and Traffic Services/Arrangements at XXXXXXXX under Group Contract 'XXXXX'. The scope of work and schedule of quantity are attached as per Annexure I & II. The general terms and conditions of the tender are as follows: -

1. CONTRACT PERIOD

That this contract shall be deemed to come into force w.e.f.10th day after issue of award letter and shall be for a period of two years which may be extended annually upto two years by the "NDMC" on the very good performance of the firm and to the entire satisfaction of the Chief Security Officer on mutually agreed terms and conditions.

2. PRICE/RATE

- a) The bidder shall quote all inclusive rates on the basis of minimum wages applicable on the date of issue of NIT including fringe benefits like EPF, ESI and administrative charges with services charges/ professional charges (which should be workable and reasonable) on the amount calculated under minimum wages as referred to above, irrespective of actual date of submission or opening of bids. Any deviation from this condition will render a bid ineligible. All revisions in the minimum wages after the issue of NIT and actual award of tender will be ignored for the purpose of tender evaluation and will get adjusted by the successful bidder as per clause 6 (a) of this agreement. The rates quoted will also include all statutory obligation of the contractor under Minimum Wages Act. Contract Labour (R&A) Act all kinds of Taxes, Service Charges, Service Tax etc.
- b) The category of security staff under Minimum Wages Act. will be considered as under:-
- | | | |
|-------|---------------------|---------------------|
| (i) | Security Guard | Un Skilled |
| (ii) | Security Supervisor | Skilled Matriculate |
| (iii) | Chief Supervisor | Skilled Graduate |
- c) The tenderer/Contractor/firm should quote his rates in one language only i.e. either in Hindi or in English. Rates should be quoted in Indian Rupees both in figures as well as in words. In case the contractor has quoted rates in both the languages and the rate so quoted in one language differ from the rates quoted in words and figures in the other language then the lowest rates quoted by the contractor in any language shall be treated as the rates quoted by the contractor.
- d) The NDMC reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- e) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.

3. PERFORMANCE CERTIFICATE

The sample performance certificate to be attached by the tenderer is given below and it should be taken from the client (in their letter head) by the tenderer.

It is certified that M/S (tenderer) had provided Security Services to our firm for the premises located at _____ and had deployed _____ (in words) _____ number of Security Guards and _____ number of Security Supervisors in this premises for the period from _____ (date) to _____ (date). The financial components of the security work contract for the above said work is Rs. _____/- (Rupees _____). The performance of the firm was satisfactory/good/Very Good/Excellent/ Outstanding. (Score out whichever not applicable).

4. VALIDITY OF TENDER

The tender shall remain open for acceptance for a period of 90 days from the date of opening financial bid of the tender. If the day upto, which the offer is to remain open, has been or is declared to be closed holiday for the New Delhi Municipal Council, the offer shall remain open for acceptance till the next working day. The successful tenderer shall be notified by the NDMC during the stipulated period of validity of the tender, i.e., within 90 days of the opening of the tenders, that his tender has been accepted and he shall be bound by the terms and conditions of the NIT.

5. DEPLOYMENT OF SECURITY PERSONNEL

- a) That the "Contractor" shall provide high quality Security Services to the "NDMC" by providing Security Guards who are:
 - i). Medically fit, well built and height/weight not less than 170 cm/54 Kg. in case of male and 160 cm/48 Kg. in case of female (certified by MBBS Doctor).
 - ii). Educational Qualification – Minimum 8th Pass.
 - iii). Not more than 45 years of age.
 - iv). Uniformed (as per standard set by NDMC).
 - v). Having Identity Cards, name badge and trained for the job.
- b) **Training**
The contractor shall ensure that all the security guards deployed must be trained as per **The Private Security Agencies Central Model Rules, 2006**.
The "Contractor" will also ensure to impart regular/refresher training to security guards at his own cost and expenses and bring them to the level of up to date job requirement both physically and professionally.
- c) The antecedents of security staff deployed by the contractor must be verified by the local police authority.
- d) The Security Supervisor and Chief Supervisor must be a retired Police/Defence personnel but not more than **55 years** of age.
- e) The contracting Contractor shall not employ any person below the age of 18 years.

6. PAYMENT

- a) The "Contractor" shall be paid the rate as referred to in Para 2 above. In case the minimum wages are increased / revised by the Govt. of NCT Delhi by an order made under Minimum Wages Act after the date of issue of NIT, the charges payable to the Contractor shall be revised accordingly with effect from the date of Govt. order under the Minimum Wages Act.
- b) All statutory deductions like Income Tax, Service Tax or any other tax at the rates applicable at the time of payment shall be made from bills of the Contractor.

- c) That the "Contractor" shall pay wages to its employees within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT, Delhi and submit copies of acquaintance roll duly signed by receipt along with their monthly bill.
- d) That the "Contractor" shall submit its bills for the monthly reimbursement of Minimum Wages, Fringe Benefits and Administrative Charges plus Service Charges/Professional Charges of the previous month by the 10th working day of the following month. The bills will be paid to the "Contractor" at the earliest possible.
- e) Final bill shall be paid within 90 days after submission of the final bill by the Contractor.
- f) That the Security Guards and Supervisors including Chief Supervisors engaged by the "Contractor" for providing the service to the "NDMC" shall at all times and for all purposes be the employee of the "Contractor" who shall be solely responsible for providing all fringe benefits to such employees viz. Wages, Bonus, Provident Fund, E.S.I., Gratuity etc. as per provisions of the law applicable **under Minimum Wages Act, Govt of NCT of Delhi** for such purpose from time to time. The "Contractor" shall furnish a certificate to this effect every month, failing which the "NDMC" shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this clause by the "Contractor".
- g) That the "Contractor" shall provide additional personnel as and when required by the "NDMC" on the same rates, terms and conditions as mentioned in this agreement.

7. PERFORMANCE SECURITY

- i. To ensure due performance of the contract and safeguarding the interest of NDMC in all respect, the contractor would be required to furnish performance security for an amount of 10% of the contract value in the form of Bank Guarantee/Demand Draft from a nationalized/scheduled bank in India, in favour of Secretary, NDMC. It would be required to be furnished within 10 days of the award of the work and would be valid for a period of 60 days beyond the date of completion of the all contractual obligations of the firm.
- ii. In case the tender is accepted and/or if tenderer refuses or is not willing to execute the order or commit default of any terms and conditions of the tender work at any time, the Council shall reserve the right to forfeit the Performance Security.
- iii. The tenderer will not be entitled to any claim for interest on the **Earnest Money/ Performance Security**.
- iv. Performance Security of the contractor shall be refunded after scheduled period of the Agreement.

8. TENDERER'S RESPONSIBILITY

- a) The bidder is required to provide security services to this department and is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
- b) That the "Contractor" shall work under the overall supervision and directions of the "NDMC" or any other officer authorized by it on its behalf.
- c) That the "NDMC" shall have the right to ask for the removal of any person of the "Contractor" who is not considered to be of good conduct, well behaved, competent, disciplined and orderly in the discharge of his duties assigned to him.

- d) That the "Contractor" shall comply with all legal requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act, 1970, at its own cost.
- e) That for providing proper and satisfactory Security Services the "Contractor" shall perform the duties/functions as detailed in Annexure-I and as assigned to it from time to time by the "NDMC".
- f) The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timing of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirement. Prolonged duty hours (more than 8 hours at a stretch) shall not be allowed keeping in view the sensitive nature of duty.
- g) The "Contractor" shall deploy its staff on duty at the places/points as directed by the NDMC from time to time. The "Contractor" shall provide and maintain a separate attendance register for each month at every location. It will contain shiftwise deployment of security staff. This will be countersigned by the authorized official of the department. The duty of the staff should be arranged in such a manner so that weekly off and offs in lieu of festivals and national holidays etc. is provided to the staff as per law in force. The duties of the staff should be rotated accordingly.
- h) While raising the bill; deployment particulars of the personnel engaged during the month, shift wise should be shown. The "Contractor" has to give an undertaking (on the format) duly countersigned by the concerned official of the department, regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
- i) The contractor shall undertake to indemnify the N.D.M.C. against all losses, damages, cost etc. and shall always keep it fully indemnified during the period of contract.
- j) The contractor should have round the clock control room service in Delhi alongwith quick response team to deal with emergent situations.
- k) At every location at least one mobile phone will be made available (round the clock) with the security guard/supervisor by the security contractor for any further communication with the office of the CSO. To keep the mobile phone in order and making timely payment of its call charges will also be the responsibility of the security contractor.
- l) The "Contractor" will also be responsible to provide torches, lathis and batons as per requirement.

10. TERMINATION OF THE CONTRACT

- a) Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the contractor is blacklisted or enters into partnership with black listed contractor of the NDMC or any other department, or Government or its undertakings.
- b) That the contract can be terminated at any time before the expiry of the period of contract by the "NDMC" by giving one month's notice and satisfaction of the "NDMC" in this regard would be sufficient cause and once the contract is terminated this issue shall not be contestable by the "CONTRACTOR".
- c) That the "Contractor" shall abide by all the terms and conditions of the contract work. In case of breach of any of the terms and conditions, NDMC shall be at liberty to terminate the contract without any notice to him and the Contractor shall have no claim for compensation for any loss that it may incur on this account.
- d) **Risk and Cost** – In case of breach of contract on the part of the firm/contractor, NDMC shall have powers (a) to determine the contract or rescind the contract. Upon such determination or rescission, (b) the

performance security shall be liable to be forfeited and shall be absolutely at the disposal of NDMC and (c) to get the work done/service obtained from another contractor at the risk and cost of the original contractor. Extra cost involved in getting the work done/service obtained through another contractor would be recovered from the original contractor.

- e) That the "Contractor" shall not engage any sub-contractor or transfer this contract to any other Contractor/person. In case any complaint is received and found true than its contract will be terminated after giving seven days notice for which the decision of Chief Security officer will be final and NDMC will be at liberty to hold any amount due to the Contractor.

10. OTHER RESPONSIBILITIES OF TENDERER

- a) That in case any employee of the "Contractor" is negligent or absent during his duty and as a result, if any loss or damage is sustained by the "NDMC" then that loss or damage shall be compensated by the "Contractor". The loss or damage sustained shall be ascertained from the concerned department and shall be binding on the "Contractor". The loss or damage sustained shall be liable to be deducted from the monthly bill/bills of "Contractor".
- b) That any person engaged by the "Contractor" found misbehaving with "NDMC" Staff on duty or the general public visiting the office should be immediately removed without giving any opportunity of being heard.
- c) That the "Contractor" and its staff shall take proper and reasonable precautions against any loss, destruction's, waste or misuse of the areas of responsibility given to it by the "NDMC" and shall not knowingly lend to any person/company/Contractor any of the effects on assets of the "NDMC".
- d) That the Contractor and its staff shall take proper and reasonable action for protection of property from theft and damage.
- e) Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
- f) That the "Contractor" shall not at any stage cause or permit any nuisance at the premises of the "NDMC" or do anything which may cause unnecessary disturbance or inconvenience to "NDMC" staff on duty and the public visiting the "NDMC".
- g) That the staff engaged by the "Contractor" shall not do any other professional or other work for reward or otherwise engage himself either directly or indirectly except for and on behalf of the "Contractor".
- h) No accommodation for the staff deployed would be provided by the NDMC. All facilities to the staff deployed shall be provided by the Contractor such as neat and clean uniforms, stationery, torches & cell, lathis etc. at their own cost.
- i) That the obligation of both parties will be suspended when either of the party is subject to force majeure /conditions such as civil disturbances, storms, tempest, riots, strikes (other than the strike by the staff engaged by the "Contractor") acts of God, state of emergency etc. or Govt. notification/order which prevent either party to perform their duty.
- j) That the "Contractor" will be informed by the "NDMC" of any change that can affect the security of the premises being guarded.
- k) That the "NDMC" will take all precautionary measures as laid down in establishment/building legislation to avoid any damage loss or injury.
- l) That the "Contractor" will be permitted to engage professional assistance/personnel from third parties in the event of exigencies at own risk and cost.
- m) That the "Contractor" will endeavor that its staff shall not at any time, without the consent of the "NDMC" in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by them and shall not disclose to anybody any information relation to the affairs of the

- "NDMC". This will, however, not apply to the information, which is, or become public knowledge.
- n) That the Contractor will ensure that none of its employees take part in Union/ Political activities during the currency of contract which may jeopardize the security of a place or building or adversely affect the security. N.D.M.C. shall not be in any way responsible for any act of omission or commission of the employees deployed by the Contractor and if any liability arises due to any accident and consequent injuries to any worker(s) that shall be borne by Contractor and no responsibility will rest with N.D.M.C.

11. PENALTIES:-

- a) The personnel engaged by the "Contractor" shall be dressed in neat and clean uniform (including proper name badge), failing which a penalty of Rs. 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- b) For misbehaving on part of security staff penalty of Rs. 500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- c) Any violation of the terms/conditions of the contract will invite a penalty of Rs. 5000/= on each occasion.

The Decision of the Chief Security Officer in this regard shall be final and the penalty so imposed shall be deducted from the Contractor's monthly Bill.

- 12.** The department shall not be under any obligation for providing employment to any worker of the contractor after the expiry of the contract. The department does not recognize any employee – employer relationship with any of the workers of the contractor.

13. ARBITRATION

That any dispute/difference arising out or relating to this agreement including the interpretation of its terms will be resolved through joint discussion. However, if the disputes are not resolved by joint discussions then the matter will be referred to the Sole Arbitrator as appointed by the CHAIRMAN, NDMC whose decision shall be final and binding on both the parties. Courts at New Delhi/Delhi shall have the jurisdiction over the same.

DECLARATION

I/We certify that all the terms and conditions given at Serial No. 1 to 13 have been read out carefully and agreed to follow the same and the tender filled up by me/us and the contents given above are true to the best of my knowledge and nothing has been concealed there from.

**Signature of the Tenderer/Firm
Full Name**

SCOPE OF WORK OF SECURITY STAFF DEPLOYED FOR THE WORK "SECURITY AND TRAFFIC ARRANGMENTS/ SERVICES AT NDMC PREMISES UNDER GROUP CONTRACTS 'E', 'F' & 'G'

1. Protection of property from theft and damage.
2. Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
3. Regulation of parking of the vehicle of different categories in the respective reserve area and keep the common circulation are free for smooth flow of traffic & regulating it properly.

SPECIFICALLY THE SECURITY GUARDS SHALL:

1. Check entry and exit of all vehicles.
2. Check any kind of bag/briefcases being carried into or out of the premises.
3. Check entry and exit of all persons.
4. Keep watch on the activities of all persons within the premises with a view to prevent any theft or occurrence of any untoward incident.
5. Not allow any unauthorized selling or vending of any commodity/eatables inside the premises.
6. Check the Identity cards, duly issued by the "NDMC" of all authorized vendors/sellers from time to time.
7. Prevent any kind of theft or damage to NDMC property during the office hours, after office hours and during house keeping operations.
8. Not allow any person to carry anything except his/her papers or personal bags inside and take out of the premises without a gate pass issued by the security branch of the NDMC.
9. Prevent any person from defacing of the NDMC property by way of spitting, fixing posters or by using any other means.
10. Regulate the traffic of vehicles and their parking within the premises as determined.
11. Not allow any vehicle to park on the road and at any unauthorized place.
12. Allow only departmental vehicles to be parked at the place marked for them in the parking bays.
13. Not allow any two-wheeler to be parked at the parking place of four wheelers.
14. Maintain all the keys of the "NDMC" buildings in a systematic way, floor-wise in the guardroom. The duplicate keys shall be maintained separately. Issue and receipt of every key will be entered daily in a register maintained for this purpose supplied by the NDMC. After office hours and during holidays, the rooms will be opened only to authorized persons a list of whom will be supplied by the NDMC. The Department will also supply proper key boxes.
15. Check the lock and lights of each floor and in case it is found that any light has not been put off, or any room has been left unlocked, the report will be submitted the next day morning to the Chairperson, NDMC/ Chief Security Officer, NDMC for necessary action.

These duties/functions of the security staff are general in nature and are not exhaustive. More duties/functions relating to the Security can be assigned by the "NDMC" from time to time as deemed fit.

CHIEF SECURITY OFFICER

ANNEXURE-III**GROUPWISE BREAKUP OF MANPOWER**

Group Contract	Chief Supervisors	Security Supervisors	Security Guards	Lady security Guards	Total
A	01	06	130	12	149
B	01	05	95	18	119
C	01	03	98	18	120
D	01	04	116	--	121
E	01	03	118	--	122
F	01	03	87	--	91
G	01	03	84	--	88
H	01	06	66	--	73
Total:	08	33	794	48	883

Chief Security Officer

ITEM NO. 14 (H-04)2. **NAME OF THE SUBJECT :**

- (i) 1ST Interim Report of the Committee was placed before the Council vide Item No. 12(H-02) dated 21.7.2010 for information.
- (ii) 2nd Interim Report of the Committee for framing a policy for regularization of left out persons working in the Council on muster roll /contract/ adhoc basis was tabled before the Council in its meeting held on 24.11.2010.

3. **NAME OF THE DEPARTMENT:**

Personnel Department

4. **BRIEF HISTORY OF THE SUBJECT:**

Before establishment of the Council large number of daily wagers, called Temporary Muster Roll (TMR) workers, were employed by the erstwhile Committee. During 1987, a TMR worker who had put in 240 days in a calendar year was regularized. In subsequent years, this was revised and a TMR worker with 500 days was converted to Regular Muster Roll (RMR). A TMR worker is one who is initially deployed for a period of 179 days or less and can be continued maximum for 239 days. A RMR worker no break is given and he is allowed to work without break.

Through its policy resolutions of 1993 and 1994, the number of days for getting RMR status was increased to 700 days, then to 750 days and then reduced to 500 days through the 1996 resolution subject to availability of vacancies. Vide Resolution dated 14.2.1997, 18.3.1999 and 24.5.2002, it was resolved that those RMR employees with over 6 years' continuous service on 31.12.1996 should be regularized only against Group D posts subject to their fulfilling qualifications / conditions of RRs, verification of age, police verification, a maximum gap of 2 years to ascertain continuity and following of roster for SC/ST. The Council, on 18.3.1999, resolved that there should be a total ban on future TMR recruitment and that for short time deployments, muster roll shall be drawn as per works requirements and charged on the work itself. Thus no cards were issued after 18.3.1999. Through its resolutions dated 26.2.2002 and 19.12.2007, the Council extended the timeline for completion of 500 days to 31.12.1998 and 31.12.2001 for conversion to RMR. The Central Administrative Tribunal (CAT) in its 30.4.2009 order, in the case of 'Ajay Kumar Pandey Vs. NDMC', upheld the Resolution dated 18.03.99 regarding ban on TMR held that all such persons who had come on rolls before 18.03.99 (whether card holders or not) may be considered for giving the status of RMR and then regularization.

Accordingly, the Council vide Resolution dated 15/22.07.2009 approved that as per Council's Resolution dated 18.3.1999 there is a total ban on appointment of TMRs and that a seniority list of those who were taken as TMR prior to coming into force of the ban from 1.4.1999 be drawn up and be regularized against the vacancies as on 31.12.2006 or on 31.12.2007 or on 31.12.2008. Thus presently all TMR workers (whether card holders or not) who were appointed prior to 18.3.1999 and have completed 500 days before 31.12.2001 have been granted RMR status and their cases for regularization are being finalized after 6 years of service and other conditions subject to availability of vacancies. The Council had also resolved that after adjustment of all those who were taken as TMR prior to 1.4.1999, the vacancies have to be filled in by the Establishment Branch as per the Council's Resolution and directions of the Supreme Court, i.e., by following normal established procedure and giving regular appointment or at best ad hoc appointment or short term contractual

appointment till regular appointment made as per the recruitment rules for the post. The said vacant posts be filled as per RRs after inviting applications and requesting Employment Exchange. The persons with requisite qualifications, age, etc. who had earlier worked with the NDMC may also be considered along with other candidates. The Council had approved that no fresh approval of the Council is required if the above procedure is followed.

Though the Council had imposed a total ban on future TMR recruitment, short time deployments for administrative exigencies, work needs and special occasions were drawn on muster roll as per works requirements / norms after 18.3.1999. They were charged on the work itself and their services dispensed with at the completion of the work requirement. However, over 6000 muster roll workers were taken on short term deployment against specific works at various occasions by various wings of NDMC. Most of these workers have joined after 18.3.1999 and have been working for various durations in following years depending on works requirements. Their wages are charged on the works itself and thus no cards are issued. However as directed by the Council, in its meeting dated 17.10.2007, details of daily wages employees from a period prior to 1.1.2007 have been sought from the concerned HODs. As per the data collected, around 762 muster-roll workers who have completed more than 500 days as on 31.12.2006. Further, there are around 5957 muster-roll workers who have completed less than 500 days as on 31.12.2006. This exercise is still on and final figures are being compiled after verification of attendance by the concerned HODs.

In pursuance of the Council Resolution N.38(H-08) dated 17.10.2007, a Committee consisting of Shri Mukesh Bhatt, Member, N.D.M.C., Shri Dharmendra, Secretary (Environment), Government of NCT of Delhi/Member, N.D.M.C., Director (Finance), Director (Welfare), Law Officer & Director (Personnel) was constituted vide office order No. D-3277/PA/Dir.(P) dated 8.12.2009 for framing of policy for regularization of left over persons working in the council on muster roll/contract/ad hoc basis.

The Committee held first two meetings on 03.02.2010 and on 18.03.2010. The Committee further decided that a comprehensive list of all the Muster Roll/Contract workers working in different departments of N.D.M.C. till date be prepared by the Personnel Department in order of their seniority and a panel be drawn and their deployment henceforth be done by the Personnel Department against all work requirements/vacancies in different department of N.D.M.C. A meeting was chaired by Secretary on 16.7.2010 with various Associations on this issue. As decided by the Committee, a draft comprehensive lists were displayed on the Notice Boards at Palika Kendra, Vidyut Bhawan, Bhagat Singh Place including all Civil/Electric/Health/Horticulture Service Centers and objection, if any, were invited.

Similar policies from MCD/Delhi Jal Board have also been received. While going through the MCD Policy, it has been observed that daily wages workers who have worked upto 31.12.1984 were regularized in May, 1988 i.e. after about 3½ years. Whereas in DJB daily wages workers who have worked for more than 720 days in the past block of four years and further worked for continuous six years were regularized i.e. the workmen who have remained on Roll for 10 years in all were given regular status.

The said Committee received written suggestions of various Unions/Associations. Accordingly, extensive exercise has been undertaken by the Personnel department. The Committee thoroughly examined the legal and financial constraints and implications and tried to arrive at a humanitarian and legally tenable solution.

The meetings of the Committee were again held on 8.9.2010 & 22.11.2010 for finalizing its recommendations. In pursuance of recommendations of the Committee and discussions held subsequently in the matter lists of candidates having worked for more than 500 days as on 31.12.2006 was displayed in the Notice Board seeking objection of the candidates whose names were not displayed in the list but have worked for more than 500 days upto

31.12.2006. Subsequently, it was decided by the Committee that the workers who have joined the Council before the Uma Devi judgment of Supreme Court dated 10.4.2006 need to be provided some benefits of the Council's policies those fulfilling. It was therefore recommended that :

- (i) Those fulfilling the prescribed conditions and 700 days prior to 10.4.2006 may be considered for grant of RMR status against available vacancies arisen on account of retirement/ resignation/ death etc.
- (ii) The Personnel Department may immediately get authentic and reliable data on individual workers on name, date of birth, parentage, address, educational qualification, caste / category, work experience, date of initial posting and total days worked till 10.04.2006. The Department should prepare a draft list of all such workers on the basis of their seniority, give it wide publicity and dispose off any claims / objections before finalizing the same.
- (iii) The Committee further observed that the draft list of such workers with over 700 days as on 10.4.2006 have been circulated to various HODs. After verification, these will be displayed. Objections, regarding non-inclusion or any details (age, name, etc.), will be invited and thereafter the list be finalized accordingly. It is however clarified that the list of such workers circulated who have worked more than 500 days as on 31.12.2006.
- (iv) As regards the seniority, the principle set by the Council vide its Resolution No. 3(iv) dated 14.2.1997 should be followed. Thus the seniority should be maintained on the basis of number of days of their work prior to 10.4.2006/31.12.2006.
- (v) The Department should in the meanwhile work out vacancies against the sanctioned Group 'D' posts as on 1.1.2007, 1.1.2008, 1.1.2009 and 1.1.2010.
- (vi) The Department should simultaneously attempt to unify common skill cadres and frame common RRs for various Group 'D' posts expeditiously, as recommended by the 6th CPC. The grant of RMR status / regularization would only be as per the said RRs.
- (vii) The afore-mentioned exercise be completed and brought before the Council for developing necessary norms (cut off year, number of days, etc) for granting RMR status prospectively. The norms need to be legally sound and should stand the test of fairness and scrutiny of law.
- (viii) Based on the approved seniority list, the approved norms (cut off year, number of days, etc) and available vacancies, the cases for grant of RMR status may be considered in phased manner.
- (ix) Further, all further short-term deployment should be preferably made from the above list of daily wage staff. All departments should refer such cases to Personnel Department as envisaged in the Council Resolution of 15/22.07.2009.
- (x) As regards the permanent solution to the grievances of over 6000 workers, the Committee may
 - a. explore the possibilities of earmarking additional weightage or precedence, in normal recruitment process, for experience gained by the Daily Wage / RMR staff

- b. pursue the extremely limited option for regularization (of completion of ten continuous years) as provided in the Umadevi judgment
- c. develop methodology for phased constitution of new unified Group D cadres on lines of Government of NCT of Delhi and Delhi Jal Board.

The Reports of the Committee were placed before the Council. As directed by the Council, suggestions were also obtained from Vice Chairperson, N.D.M.C. and Members N.D.M.C. as follows:-

Comments of Vice Chairperson, N.D.M.C.

"The muster roll/daily wage workers belongs to the lower strata of the society and their livelihood is completely depending upon N.D.M.C. as they have been working in N.D.M.C. for the last so many years and for which the report also mentions that these workers have served N.D.M.C. in times of need and did their duties diligently despite the meager daily wages. The services rendered by them fro N.D.M.C. need to be viewed from humanitarian angle. Many of these workers have joined N.D.M.C. as muster roll or daily wage workers with logical hope of regularization as the Council had a standard policy of regularization. In several RRs viz. class IV posts like Safai Karamchari and Asst. Fire Guard, have provisions for regularization from TMR/RMR staff. The regularization from TMR/RMR staff has been the notified recruitment process for such post".

"At present we may give the status of RMR to those daily wage workers/contractual/adhoc workers (Group-D) who have completed 500 days of service till 31.12.2006 and the rest may be considered for RMR status every year and for the purpose we may draw a list of such workers and in future the requirement to engage the Daily Wages Contract/Adhoc workers be engaged from amongst only this list and no fresh appointment be made by any of the N.D.M.C. departments".

In the last para it has been requested by her that above comments may be incorporated while framing the policy for regularization of left over persons working in the Court on muster roll/daily wages/contract/adhoc basis (Group – D).

Comments of Sh. Karan Singh, Tanwar, MLA & Member N.D.M.C.

"I have gone though various judgments annexed along the communication referred above and Second Interim Report of the Committee constituted for framing of policy for regularization of left over persons working in the Council on muster roll/contract/adho-hoc basis.

Hon'ble Court, in various judgments, have held that where a temporary or adhoc appointment is continued for long the court presumes that there is need and warrant for a regular post and accordingly directs regularization. Many persons are continuing since as long as 12-15 years, which clearly establishes that we require their services continuously. It is a well accepted fact that creation and abolition of a post is the prerogative of the Executive and the courts come into picture only to ensure observance of fundamental rights, statutory provisions, rules and other instructions, if any governing the conditions of service. It is, therefore, felt that service of all TMR/RMR/Daily Wagers/Contract persons employed, who have completed 500 days till date in any Department of N.D.M.C. (belonging to Group 'A', 'B', 'C' and 'D') be regularized by giving them one time relaxation irrespective of any gap in between various sanctions against which they were employed in any Department of the Council.

In the last para it has been requested that to direct the personnel department to expedite the matter on war footing to ensure much delayed justice to all persons working in the Council on TMR/RMR/Contract/Adhoc Daily Wages basis at the earliest.

5. **DETAILED PROPOSAL ON THE SUBJECT:**

The recommendations of 1st and 2nd Interim Report of the Committee constituted and suggestions received from Smt. Tajdar Babar, Vice Chairperson, N.D.M.C. and Sh. Karan Singh Tanwar, MLA/Member Council for regularization of left out persons working in the Council on muster roll are placed before the Council for consideration/acceptance.

6. **FINANCIAL IMPLICATIONS OF THE PROPOSED SUBJECT:**

The financial implications & constraints were discussed in detailed by the Committee. There is no proposal to create new vacancies. The grant of RMR status will be based on completion of threshold and availability of vacancies. As per recommendations of the Committee in its 1st and 2nd Interim Report the financial implications will be in a phased manner. Director (Finance) was the member of the Committee and the financial constraints, implications & guidelines were considered accordingly by the Committee.

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

Not applicable.

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

As the proposal is to fill the existing vacancies, it has no financial implication. Hence, no comments.

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

No comments.

10. **LEGAL IMPLICATION OF THE SUBJECT:**

The legal issues have been dealt in detail by the Committee. Law Officer was a member of the Committee. The legal implications, guidelines & issues were discussed accordingly by the Committee.

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

Resolution No.38 (H-08) dated 17.10.2007
Resolution No. 22 (H-4) dated 15/22.07.2009

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

Since the proposal is to regularize those who were taken in NDMC prior to Uma Devi's decision of Supreme Court as per Council's earlier policy to fill the existing vacancies and not creation of new posts and in fact it is an extension of Council earlier policy, it has no legal or possible financial implication. We can inform the Council accordingly.

13. **COMMENTS OF THE DEPARTMENT ON THE COMMENTS OF THE LAW DEPARTMENT**

No Comments

14. **RECOMMENDATION**

The recommendations of 1st and 2nd Interim Report of the Committee constituted for regularization of left out persons working in the Council on muster roll are placed before the Council for consideration/acceptance.

COUNCIL'S DECISION

Resolved by the Council to accept the recommendations contained in the 1st and 2nd Interim Report of the Sub-Committee constituted for framing of policy for regularization of left out persons working in the Council on muster roll /contract/adhoc basis subject to following conditions:

- i) The Muster Roll/Contract/Ad-hoc basis employees (Group-D) fulfilling the prescribed conditions and having worked for 500 days prior to 10.04.2006, be considered for grant of RMR Status against available vacancies arisen on account of retirement/resignation/death etc.
- ii) Further a new sub committee consisting of Smt. Tajdar Babar, Vice Chairperson, Shri Dharmendra, Secretary (Environment) GNCTD & Member-NDMC, Dir.(Fin.), Dir. (Wel), Dir.(P) and Law Officer may be constituted to consider the cases of left out persons working/worked in the Council (i.e. daily wages/contract/ad-hoc basis after 10.04.2006) for granting them the status of RMR Worker and accordingly making recommendations to the Council.

A point regarding non-availability of complete background information in respect of some agenda items also came up. The Council directed that the agenda for Council's consideration should adequately explain the complete facts as well as the background of the case and no material fact should be concealed to facilitate a reasoned decision.

(SANTOSH D. VAIDYA)
SECRETARY

(PARIMAL RAI)
CHAIRPERSON