

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

**COUNCIL'S MEETING NO. 04/2014-15 DATED 24.07.2014 AT 3-00 P.M.**

**Arrangement of business**

<b>ITEM NO.</b>	<b>SUBJECT</b>	<b>PAGE</b>	<b>ANNEXURE</b>
01 (C-06)	Confirmation and signing of the minutes of the Council's Meeting No. 02/2014-15 held on 20.06.2014.	3	4 – 9
02 (C-07)	Confirmation and signing of the minutes of the Council's Special Meeting No. 03/2014-15 held on 05.07.2014.	10	11 – 13
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04 (A-05)	Designing, installation and Maintenance of Street Furniture and Cleaning & Maintenance of public plaza/ Corridor, Parking Area, Planters, Subway and toilet in Connaught Place on DBOT basis.	16 – 21	
05 (B-07)	Replacement of 2 nos. 33/11 KV Power Transformer installed at various Electric Sub-stations of NDMC area.	22 – 24	25 – 44
06 (B-08)	Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan.	45 – 50	51 – 173
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08 (N-01)	Annual Estimate for the Maintenance of CPWD Colony Parks and 2014-15.	199 – 201	
09 (N-02)	Annual Estimate for the Maintenance of Parks and Gardens 2014-15.	202 – 205	
10 (O-01)	Audit Comments on Financial Statements for the year ended March, 2013.	206 – 208	Separate Booklet enclosed
11 (O-02)	Annual Audit Report for the year ended March 2012.	209 – 211	Report will be placed on table
12 (J-01)	Background note on NDMC Revised Scheme for Street Vendors – 2014.	212 – 213	214 – 222

13 (C-08)	Annual Administrative Report for the year 2013-14	223 – 224	Report already circulated
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22 (L-07)	Provision of space to Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) for Coffee Home at Shaheed Bhagat Singh Place, Gole Market.	336 – 340	341 – 342
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At the outset, some of the Council Members raised their objections about late receipt of agenda items for the meeting. Due to paucity of time, they justifiably could not go through the subjects / items and, therefore, sought more time for examining the same, and hence requested for deferment of some items for the next meeting.

A Member expressed his opinion that minutes of the meeting are not being recorded properly and many discussion points and decisions do not get reflected in the minutes. Further the Hon. Member expressed that in the minutes of the meeting, names of the members should not be mentioned and only decision of the Council should be communicated. Specifically, he stated that he had given a long list of items to be included in the Agenda, but were not taken up. To this, the Chairperson explained that there is a certain format and correct procedure for preparing and placing the agenda items and resolutions before the Council and assured that this procedure shall be followed in letter and spirit and no deviation will be allowed in future. In fact, it would be ensured that in next meetings, the draft Resolution is placed on the screen before the Council and the accepted language of the minutes finalized during the meeting itself, saving us the delays and such impressions. He also clarified at length that in any case, any draft minutes of the Council Meeting are placed as the first, separate Agenda item in the subsequent meeting and confirmed, so as to be duly approved by the Council before attaining finality. As such, any reviews regarding correction, addition or alteration in the minutes expressed by any Member are bound to be reflected in the final minutes. Thus, the reservations expressed by the Hon'ble Member are premature, as anyway the Hon'ble Members are free to discuss, amend and add, to finalize the minutes today.

It was expressed by the Chairperson that under the circumstances prevailing as on 5<sup>th</sup>-6<sup>th</sup> July, 2014, the e-mail/letter of Hon'ble Member was totally inadvertently missed out and at the earliest possible, it was included as an Addendum, placed herewith itself, for the Council to see and confirm. Thus, the reservations expressed by the Member were attended to already.

The Council raised the issue of illegal occupation of municipal accommodation by Sh. Karan Singh Tanwar, Ex. MLA/Member, NDMC. He stated that the administration is giving undue favour to Sh. Karan Singh Tanwar by not evicting him from the municipal accommodation. The Chairperson apprised the Council that Sh. K.S. Tanwar had filed a writ petition in the High Court of Delhi and obtained a stay against his eviction against MHA's notification dated 9<sup>th</sup> January 2012 wherein it was envisaged that only non-elected members may get the facilities as per Council Resolutions. The Chairperson informed the Council that with great difficulty the stay taken by Shri Tanwar has been vacated and the eviction orders dated 2<sup>nd</sup> July, 2014 already issued. Thus, as per provisions of the P.P. Act 1971, he is liable to be forcefully evicted in due course as per law. Hon'ble Member also expressed that there are quite a few discrepancies noticed in the status of the ongoing works. Chairperson assured that review meeting with

detailed proposal would be soon held, as soon as the Hon'ble Member brings specific instances to him.

During the discussion, the Presiding Officer has desired that a status report be placed before the Council in its next meeting on the various development works, roadmap of which was laid out before the Council during the last meeting. The officers concerned were directed to act upon on the works which are implementable and submit the report on other issues. The Presiding Officer specifically directed that an agenda item be also placed before the Council on the issue of giving adequate subsidy in electricity bills, for those NDMC employees who do not reside in the NDMC area, at par with NDMC employees who are availing the benefits of municipal accommodation along with free electricity.

**ITEM NO. 01 (C – 06)**

Confirmation and signing of the minutes of the Council's Meeting No. 02/2014-15 held on 20.06.2014. **(See pages 4 - 9)**

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

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

**MINUTES OF THE COUNCIL'S MEETING NO. 02/2014-15 HELD ON 20.06.2014,**  
**AT 10-30 A.M. IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.**

<b>MEETING NO.</b>	<b>:</b>	<b>02/2014-15</b>
<b>DATE</b>	<b>:</b>	<b>20.06.2014</b>
<b>TIME</b>	<b>:</b>	<b>10-30 A.M.</b>
<b>PLACE</b>	<b>:</b>	<b>PALIKA KENDRA, NEW DELHI.</b>

**PRESENT :**

- |           |                             |          |                          |
|-----------|-----------------------------|----------|--------------------------|
| <b>1.</b> | <b>Smt. Meenakshi Lekhi</b> | <b>-</b> | <b>Presiding Officer</b> |
| 2.        | Sh. Jalaj Shrivastava       | -        | Chairperson              |
| 3.        | Smt. Tajdar Babar           | -        | Vice Chairperson         |
| 4.        | Sh. Arvind Kejriwal         | -        | Member                   |
| 5.        | Sh. Surender Singh          | -        | Member                   |
| 6.        | Sh. Ashok Ahuja             | -        | Member                   |
| 7.        | Sh. I.A. Siddiqui           | -        | Member                   |
| 8.        | Sh. Suka Ram                | -        | Member                   |
| 9.        | Sh. Dharmendra              | -        | Member                   |
| 10.       | Ms. Nila Mohanan            | -        | Memeber                  |
| 11.       | Sh. Nikhil Kumar            | -        | Secretary                |

At the onset, Smt. Meenakshi Lekhi, MP (Lok Sabha) took oath of office as a Member of the New Delhi Municipal Council, which was administered by the Chairperson, NDMC. After taking oath of office, Smt. Meenakshi Lekhi presided over the meeting.

ITEM NO.	SUBJECT	DECISION
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01 (C-04)	Confirmation and signing of the minutes of the Council's Meeting No. 01/2014-15 held on 30.04.2014.	Minutes confirmed.
02 (A-03)	PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath).	Deferred. The Presiding Officer desired that a self-contained explanatory note be submitted to the Council Members well in advance.
03 (H-01)	Regularization of service of 12 LMV Drivers working on Contract basis by making amendment in RRs of LMV Driver-Cum-Fitter.	Resolved by the Council that in order to accommodate 12 contractual Drivers, who are working since long, the amendments in RRs as advised by LA and mentioned at para 9 above may be made. The cases of these Drivers for regularization will be considered subject to condition that they fulfilled the criteria of age at the time of their initial appointment on contract basis.
04 (E-02)	Extension of Existing Contract with M/s G.T. Roadways for Hiring of 15 Nos. of Tipper Trucks having capacity of 8 cubic meter by volume for removal of horticulture waste and indiscriminate garbage from NDMC area.	<p>Resolved by the Council that ex-post facto administrative approval and expenditure sanction is accorded to the amount of Rs.2,87,09,700 (Rs. Two Crore Eighty Seven Lacs Nine Thousand Seven Hundred Only) for extending the existing contract with M/s G.T. Roadways for hiring of 15 nos. of tipper trucks for removal of horticulture waste &amp; indiscriminate garbage from NDMC area for a total period of 547 days w.e.f. 03.05.2013 or the time of awarding this work to the concessionaire after finalization of the RFP being processed by Project Department for collection &amp; transportation of the garbage from NDMC area, whichever is earlier.</p> <p>However, the Council clarified that this approval is being given keeping in mind the exigencies of services involved, which will not continue beyond the relaxation given as above. The department concerned is directed to complete the process for finalisation of RFP.</p>
05 (E-03)	Procurement of allopathic drugs from the Public Sector Manufacturing companies and in case of non-availability/non-	Resolved by the Council that the drugs which fall under the ambit of PPP or PSE/MSE shall be procured from the Public Sector Manufacturing Companies. In case of non-availability/non-participation of the Public Sector

	participation of the public sector undertaking companies, the same shall be procured from the impaneled firm at the L1 rate or govt. authorized rates, whichever is lower.	Manufacturing Companies, it should be procured from the empanelled firms by inviting limited tender from registered firms only, so as to maintain the quality of drugs. As a pre-requisite to the eligibility criteria, the L1 bidder has to agree to supply the medicines at quoted rates or government authorized rates, whichever is lower, for drugs falling under the price control order of the DPCO.
06 (B-04)	Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan.	Deferred.
07 (B-05)	Replacement of 2 nos. 33/11 KV Power Transformer installed at various Electric Sub-stations of NDMC area.	Deferred.
08 (B-06)	Replacement /Modernization of Existing Lifts at Chanderlok Building, Palika Bhawan, Yashwant Place & Chanakya Bhawan.	Resolved by the Council that the approval is accorded to award the work for modernization/replacement of eleven numbers Lifts at Chanderlok Building, Palika Bhawan, Yashwant Place and Chanakya Bhawan in phase manner (Phase –I Chanderlok & Chankya Bhawan and Phase-II Yashwant Place & Palika Bhawan) to M/s OTIS Elevators (OEM) amounting to Rs.3,10,37,000/- (Rupees three crore ten lac thirty seven thousand only ).  It was also resolved by the Council that further action may be taken by the Department in anticipation of confirmation of the Minutes by the Council.
09 (H-02)	Creation of one post of Chief Engineer (Civil) in the Pay Scale of ` 37400-67000 + G.P. ` 8900/- (6 <sup>th</sup> CPC) (To be converted into DTL Scales) and filling the same on deputation basis till eligible candidate from the feeder cadre	Resolved by the Council that approval is granted to create one post of Chief Engineer (Civil) in the Pay Scale of ` 37400-67000 + G.P. ` 8900/- (6 <sup>th</sup> CPC) (To be converted into DTL Scales) for a period of six months, w.e.f. 01.06.2014.

	post of Superintending Engineer (Civil) become available for the post of Chief Engineer (Civil). This requires approval of the Council in terms of Section – 34 of NDMC Act, 1994.	
10 (H-03)	Grant of allowances to medical officers/non-teaching specialists appointed on contract basis and long term extension of contract for 05 years.	Resolved by the Council that the recommendation of the department, as detailed under para 14 of the preamble is approved.  It was further observed that the existing contractual doctors who have been working for several years and not yet absorbed / regularised, should be treated as assets, in that their hands-on experience in NDMC is a value addition to the hospital services. It was therefore decided in principle to move for regularising their services by approaching the UPSC for amendment of the RRs to provide for their induction, in the manner regularised by Delhi Govt. for their contractual doctors as a one-time measure, and accordingly to project the ensuing vacancies for Direct Recruitment to the UPSC thereafter.
11 (A-04)	Construction of 120 type-II flats at Sec-VII, Pushp Vihar, M.B Road, Saket, New Delhi.	Resolved by the Council that administrative approval and expenditure sanction is accorded to the preliminary estimate amounting to Rs. 43,53,05,000/- (Rupees forty three crores Fifty three lacs five Thousand only) for Construction of 120 type-II flats at Sec-VII pushp Vihar M.B. Road Saket New Delhi.
12 (C-05)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.200 lacs.	Information noted.
13 (C-06)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	Information noted.

**Any other items:**



After conclusion of the formal Agenda items, Ms. Meenakshi Lekhi, Presiding Officer, laid out the roadmap for various development works to be expedited and discernible progress to be shown in 45 days, as follows in NDMC:

- (i) Housing construction for NDMC employees, particularly for Type-I & Type-II categories, and identification of suitable land for the purpose.
- (ii) Survey and repair of inner lanes & roads in colonies.
- (iii) Rehabilitation work for slums in NDMC area on priority, with the land owning agencies concerned.
- (iv) NDMC to evolve a detailed strategy & action plan for Skill Development and for this purpose, NDMC school premises to be used in evening shifts.
- (v) Various parks in NDMC to be integrated with our Solar Energy initiative and recycling water harvesting to be intensified.
- (vi) NDMC to prepare time-bound action plan for installation of open gyms in the remaining parks as per feasibility.
- (vii) NDMC to evolve a General Amnesty Scheme for regularisation of all non-regular employees including Engineers and Technical staff, as a one-time measure.
- (viii) No street vender/hawker to be removed from their hawking/vending sites till suitable rules/regulation is approved by the Competent Authority. As an interim measure, NDMC to urgently frame its own Regulation till Rules are made by Delhi Govt. This was accepted by the Council. However, simultaneous identification of bogus/fake tehbazaris under unauthorised occupation of vending sites and thereby depriving the genuine and legitimate tehbazari holders to be taken up on priority. Identification of the genuine tehbazaris to be backed with Biometric Smart Cards.
- (ix) Ms. Lekhi also announced that NDMC shall give honorarium of Rs.5,000/- to all their regular employees and Rs.2,500/- to all TMR/RMR employees to mark the Centenary Year Celebration. This was unanimously accepted by the Council.

**After this, due to paucity of time, Ms. Lekhi left the Council Meeting and Sh. Jalaj Shrivastava presided over the remaining proceedings.**

14 (H-04)	To fill-up 29 vacant posts of A.E. (Civil) against Direct Recruitment Quota on Adhoc Basis amongst	Information noted.
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	the departmental eligible candidates by giving one time relaxation by diverting direct recruitment posts into departmental promotion quota through holding a DPC/Screening Committee.	
15 (L-02)	Estate policy regarding restriction free trade zone in Palika Bazar Market.	Resolved by the Council to approve the proposal of the department contained in para 4(6) and 4 (8) of the Preamble.
16 (L-03)	Modification in Clause No.9 in the licence deed.	Information noted.

Sd/- (Nikhil Kumar) Secretary	Sd/- (Jalaj Shrivastava) Chairman, NDMC	Sd/- (Ms. Meenakshi Lekhi) Presiding Officer
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**ADDENDUM TO THE MINUTES OF THE COUNCIL'S MEETING NO. 02/2014-15 HELD ON 20.06.2014, AT 10-30 A.M. IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.**

**Sh. Arvind Kejriwal, MLA & Member, NDMC has raised the following points during the meeting of the Council.**

1. The High Court has put a stay on some street vendors allowing them to continue their business. However, some street vendors, whose shops were removed 2-3 years back, are being harassed and not allowed to put their stalls. Therefore, I request that the vendors may be allowed to put their shops until further notice of the Hon'ble High Court.

2. In the Council meeting held on January 29<sup>th</sup> 2014, a decision was taken to consider all TMR workers who have worked for 500 days for regular employment with the NDMC with effect from April 1<sup>st</sup>. However the health department hasn't been providing TMR workers the necessary documentation confirming the duration of their work – corrective measures need to be taken regarding this.
  
3. There are several JJ clusters in the NDMC area, which do not have adequate water supply or toilet facilities. Therefore, I propose that the clusters situated at DID, Kali Bari, Safdarjung Delhi Flying Club jhuggi, Le Meridian Jhuggi, NSCI club (near Pragati Maidan) jhuggi, Jaipur Polo Ground jhuggi be provided basic necessities like regular water supply and new toilets and sewer lines be constructed in these areas.
  
4. Sarojini Nagar XY block and Pillangi village face the problem of severe flooding during the rainy season. In view of the approaching rains, I urge the Council to quickly consider alternate arrangements for tackling this issue.
  
5. Even major market areas like Sarojini Nagar Market and Gole Market face issues with lack of drinking water and usable toilets. In addition to these, several quarters like Safdarjung railway quarters and even NDMC quarters like Palika Nilay (RK Ashram Marg) face severe issues with availability of water; these too need to be resolved.
  
6. In view of the increase in theft cases being reported frequently, new CCTV Cameras should be installed at various places in NDMC areas like Nauroji Nagar, Sarojini Nagar, Laxmibai Nagar, Lodhi Colony and Gole Market.

Sd/-  
**(Nikhil Kumar)**  
**Secretary**

Sd/-  
**(Jalaj Shrivastava)**  
**Chairman, NDMC**  
**(I/C Presiding Officer)**

**ITEM NO. 02 (C -07 )**

Confirmation and signing of the minutes of the Council's Special Meeting No. 03/2014-15 held on 05.07.2014. **(See pages 11-13 )**

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

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

**MINUTES OF THE COUNCIL'S SPECIAL MEETING NO. 03/2014-15 HELD ON 05.07.2014,**  
**AT 3-00 P.M. IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.**

<b>MEETING NO.</b>	<b>:</b>	<b>03/2014-15</b>
<b>DATE</b>	<b>:</b>	<b>05.07.2014</b>
<b>TIME</b>	<b>:</b>	<b>3-00 P.M.</b>
<b>PLACE</b>	<b>:</b>	<b>PALIKA KENDRA, NEW DELHI.</b>

**PRESENT :**

- |           |                             |          |                          |
|-----------|-----------------------------|----------|--------------------------|
| <b>1.</b> | <b>Smt. Meenakshi Lekhi</b> | <b>-</b> | <b>Presiding Officer</b> |
| 2.        | Sh. Jalaj Shrivastava       | -        | Chairperson              |
| 3.        | Smt. Tajdar Babar           | -        | Vice Chairperson         |
| 4.        | Sh. Arvind Kejriwal         | -        | Member                   |
| 5.        | Sh. Surender Singh          | -        | Member                   |
| 6.        | Sh. Ashok Ahuja             | -        | Member                   |
| 7.        | Sh. I.A. Siddiqui           | -        | Member                   |
| 8.        | Sh. Suka Ram                | -        | Member                   |

The Chairperson welcomed the Members and briefly outlined the reasons for calling up the Special Meeting at short notice, in the backdrop of the Show Cause Notice u/s 395 of NDMC Act, 1994, received from the Ministry of Home Affairs. At the outset, the Members expressed their surprise and dismay at the notice, and opined that possibly, there is a communication gap regarding these issues and therefore the facts in entirety have not been projected adequately over the past several years to the Ministry of Home Affairs, and quite possibly, some incomplete or skewed information has been conveyed through some sources to the Ministry in the past, resulting in the instant Notice.

It was strongly voiced that the time given to the Council to respond to these issues (barely a week), is too inadequate for the fairly broad and open-ended omnibus issues raised in the Show Cause Notice and at this stage, the draft reply prepared by the NDMC officials attempts

only to answer these broad issues. However, since we are unaware of the alleged irregularity or violation, if any, it is appropriate to request the Ministry of Home Affairs to consider our reply as submitted at this stage, and to request them to thereafter revert back with the precise area of alleged irregularity/violation, so that the issue can be exhaustively addressed and responded by NDMC.

With these brief observations, the Council went through the detailed reply prepared by the NDMC officials and approved that at this stage it may be conveyed alongwith all the relevant enclosures, ensuring that they are properly receipt-ed and acknowledged in the Ministry of Home Affairs well before the deadline given (viz. within 7<sup>th</sup> July 2014).

ITEM NO.	SUBJECT	DECISION
(i)	Power revenue losses in NDMC.	<p>The Council, after detailed deliberation on this issue observed that the situation has not been properly explained to the Ministry of Home Affairs and it is a fact that during 2004-2006, NDMC Power Department was making profits as it had the flexibility of buying and selling power at rates arrived at. However, in 2006, the DERC restricted this freedom and ordered that the scheduling, the purchase price as well as the sale price of surplus power is to be regulated by the DERC; most significantly, the NDMC is under orders to sell it to private Discoms at the DERC's approved rates. As the detailed note shows, NDMC is supposed to purchase power at about Rs.4.00 per unit and to sell it at Rs.2.00 per unit as per DERC's orders.</p> <p>Thus there is no revenue gap in sale and purchase of power per se and also there is no lapse / deficiency in the scheduling process. The revenue gap is due to DERC not allowing actual administrative and O&amp;M expenditure which are being incurred by the NDMC for maintaining &amp; operation of the entire system of electricity and providing the quality services to consumers of NDMC area.</p> <p>Further DERC are not allowing actual administrative and O&amp;M expenditure in aggregate revenue requirement which approving a tariff on the plea that NDMC does not have separate accounting of income and expenditure for electricity department. Sometimes NDMC has surplus electricity and this is sold by the NDMC through the mechanism fixed by DERC. As</p>

		<p>per the DERC guidelines, the surplus energy has to be sold first to the private Discoms in Delhi at prices determined through mechanism fixe by the DERC.</p> <p>It was explained to the Council that from this financial year, the Power Portfolio Managers for NDMC, viz. The Power Trading Corporation have been additionally directed to include another clause in their assigned duties under the MOU, viz., power load demand prediction using previous data and financial/statistical schedules so that the demand is realistically projected and accordingly, purchases are optimised, reducing the scope for surplus saleable power. This issue is being negotiated since March 2014.</p> <p>Therefore, the Council approving the annexed detailed note, desired that we may express strongly to the Ministry of Home Affairs for their kind intervention in rectification of this basic issue by way of asking the Ministry of Power and the DERC to take steps and either to revert to the status prior to 2006 (whereby NDMC had the flexibility of prices and scheduling and therefore, the profits) or at least, to lift the restriction of NDMC having to sell at loss making rates of Rs.2.00 or so to the private Discoms and instead, NDMC may be allowed to sell surplus power to the other Municipal Corporations in Delhi, giving them the First Right of Refusal, so that the other municipal areas also benefit simultaneously under this scheme.</p> <p>The Council directed that a communication to this effect should also be sent to the Ministry of Power and the DERC from our end, apart from the Ministry of Home Affairs intervening for resolving the issue.</p> <p>The Council expressed gratitude to the Ministry of Home Affairs for having raised this issue and giving us an opportunity to project the injustice before the Ministry of Home Affairs, to enable a speedy resolution of the issue causing losses to the NDMC since 2006.</p>
(ii)	Unresolved problems of illegal	The Council observed that street vending and hawking is directly



	squatters in NDMC area.	<p>related to the lesser privileged section of the society. The hon'ble Supreme Court has in the matter of Maharashtra Sangh Hawkers Units and Other V/s. Municipal Corporation of Greater Bombay directed that no street vendors or hawkers are removed until the Town Vending Committee is constituted under 2009 scheme and pending legislation from appropriate govt. The Street Vendors Protection of livelihood and Regulations of Street Vending Act, 2014 received the assent of the President on 04.03.2014. In this Act also there is a provision not to displace any existing street vendor till the Town Vending Committee is constituted. There are also number of street vendors who are vending in NDMC area on the basis of stay granted by various Courts.</p> <p>Therefore the Council observed that NDMC has been constrained from removing unauthorised squatters, due to the orders of the High Court and Hon'ble Supreme Court and also Delhi Special Laws (Amendment) Act, 2011. The Council has also taken the notice of Model Code of Conduct which was operational most of the time in the last year. The Council approved the detailed reply on this issue and directed it to be sent to the Ministry of Home Affairs. It was also directed that a copy of the Council's Resolution of 20<sup>th</sup> June may be annexed, whereby the Presiding Officer has made specific reference to the issue, accepted by the Council,</p>
(iii)	Personnel management in NDMC in respect of categories in casual / daily wages / muster roll / TMR / RMR / Contract workers etc.	<p>The Council has observed that NDMC being a civic body, and crucial obligatory functions of the Council being sanitation, supply of electricity, water and public health etc., there was need for engaging manpower for these works. The Council from time to time recommended that the TMR workers who have continued to work should be accorded some benefits and one of such benefits is to grant RMR status. Further, as an welfare measure the Council has appointed the dependents of deceased NDMC employees on compassionate grounds. The Council observed that by granting RMR and regular status to TMR employees the NDMC has taken a good skill development step and human resource management. The Council directed that detailed reply on the above lines be sent to Ministry of Home Affairs and request to give some more time if there are some</p>

		issues still remain which could not be addressed in this reply.
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**(JALAJ SHRIVASTAVA)**  
**CHAIRPERSON**

**(MEENAKSHI LEKHI)**  
**PRESIDING OFFICER**

**ITEM NO. 03 (H-05)****1. Name of the Subject/Project**

Appointment of Sh. Nikhil Kumar, IAS (AGMU: 2002) as Secretary, New Delhi Municipal Council.

**2. Name of the department/departments concerned**

Personnel Department

**3. Brief history of the subject/project**

Under Section-33 (1) of NDMC Act, 1994, the Council shall appoint a suitable person as a Secretary of the Council. As per Section 33 (2), the appointment shall be made with the previous approval of the Administrator (Lt. Governor) of Delhi.

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

As per provisions of Recruitment Rules, the post of Secretary has to be filled up on deputation from the Officers of an IAS Cadre.

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

There are no financial implications. The Officer will draw his salary against the vacant post of Secretary.

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

Not applicable

**7. Comments of the Finance Department on the subject**

The appointment against a vacant post.

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

Not applicable

9. **Legal implications of the subject/project**

Nil

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

NIL

11. **Final view of Law Department [wherever necessary].**

The appointment is as per provision of Section 33(1) & (2) of the NDMC Act, 1994.

12. **Certificate that all Central Vigilance Commission's guidelines have been followed while processing the case.**

Not applicable

13. **Recommendation**

The case is laid before the Council to approve appointment of Sh. Nikhil Kumar, IAS (AGMU: 2002) as Secretary, NDMC as per provision Section 33(1) & (2) of the NDMC Act, 1994 and payment of salary and allowances to him as per terms and conditions of deputation, with effect from the date of his joining in NDMC.

**COUNCIL'S DECISION**

Resolved by the Council to approve appointment of Sh. Nikhil Kumar, IAS (AGMU: 2002) as Secretary, NDMC as per provision Section 33(1) & (2) of the NDMC Act, 1994 and payment of

salary and allowances to him as per terms and conditions of deputation, with effect from the date of his joining in NDMC.

**ITEM NO. 04 (A-05)****1. NAME OF THE SUBJECT/ PROJECT:**

**Name of Work: Designing, installation and Maintenance of Street Furniture and Cleaning & Maintenance of public plaza/ Corridor, Parking Area, Planters, Subway and toilet in Connaught Place on DBOT basis.**

**2. NAME OF THE DEPARTMENT/ DEPARTMENTS CONCERNED:**

Civil Engineering Department (Zone-I).

**3. BRIEF HISTORY OF THE SUBJECT/ PROJECT:**

The Connaught Place area has been Redeveloped by providing Public plazas, Planters, Parking area in front of every block, and the granite finished footpath in Inner Circle Radials and Outer Circle. These are to be properly cleaned and maintained by the expert agency. Such a huge and heavily crowded area if maintained through departmental staff, will involve lot of expenditure every year as well as the desired standard may not be achieved.

Therefore, with the approval of competent authority it was decided that Connaught Place area (all twelve Blocks and Regal Building and P Block) shall be cleaned, on regular basis and Operation & Maintenance by the expert agency on DBOT (design, built, operate and transfer) basis. The existing toilets in Inner Circle, Middle Circle and Outer Circle, Subways in Outer Circle shall also be maintained by concessionaire and the concessionaire shall be allowed to put street furniture (Non advertisement furniture & Advertising furniture) to collect the revenue for the financial sustainability of the Project and will share the revenue with NDMC as per the agreement's terms and conditions for the concession period of 15 years.

The revenue generation source is defined vide clause 2.7 of RFP and the successful bidder (Concessionaire) is allowed to collect the revenue from Advertisement as below:-

**Advertisement is the major source of revenue from permitted street furniture.**

Revenue from limited commercial exploitation of the other area wherever permitted would be the other source of revenue generation with prior permission of NDMC.

#### **4. DETAILED PROPOSAL ON THE SUBJECT/PROJECT:**

4.1 New Delhi Municipal Council has identified the following area as project, Inner Circle, Outer Circle, Middle Circle, Seven Radial Roads, Radial Road 1- A (between Palika Bazar & Palika Paring) and area in front of Regal Complex towards Sansad Marg and BKS Marg, area in front of P-Block Complex towards BKS Marg and SBS Marg upto the edge of buildings and its precinct area upto the first building from Outer edge of Outer Circle on concentric roads to Connaught Place, excluding the Central Park and Palika Green area (area above the Palika Parking and Palika Bazar). Parking Area, Public Plaza, Planters, Public Corridor, Footpath, existing street furniture like benches, public toilets at Central Park, middle circle and outer circle, subways at Outer Circle in Connaught Place are also covered as a part of the 'Project area' to be maintained by the concessionaire.

#### **4.2 SCOPE OF WORK**

The project scope would include the following major activities; but not limited to the specified ones.

**DESIGNING, PROVIDING, INSTALLATION AND MAINTENANCE OF STREET FURNITURE AND MECHANIZED HOUSEKEEPING & MAINTAINENCE OF PUBLIC PLAZA, PUBLIC CORRIDOR, PARKING AREA, PLANTERS, FOOTPATHS, SUBWAYS AND TOILETS IN CONNAUGHT PLACE ON DBOT BASIS**

a) To design, construct/ provide Street Furniture with services attached with or without them, as non-advertising furniture & advertising furniture.

- b) Mechanized Housekeeping, Operation & maintenance of all the Street Furniture including the existing ones as parking area, planter, Public Plaza, Public Corridor, Footpath etc in Project area.
- c) Mechanized Housekeeping, Operation, Maintenance & Security of existing Public Conveniences and Subways in Project area and deploying dedicated personnel & supervision, and to ensure availability of basic requirements such as water, electricity, drainage, sewage, waste removal etc..
- d) Mechanized Housekeeping, Operation & Maintenance work consist mainly the following activities and as defined herein:
  - i. Dry Dusting and pressure washing of wall, columns, arches and ceiling of corridor.
  - ii. Vacuum Sweeping and pressure washing of all type of flooring/ pucca area, cleaning of drains/ channels and drainage sumps.
  - iii. Wet and Dry Mopping, cleaning, buffering and scrubbing of all type of floors.
  - iv. Mechanised Cleaning and scrubbing of staircase and Escalators in subways.
  - v. Steam cleaning of all toilet, cleaning of WC's / Washbasins/ Urinals/ Toilets fittings. Cleaning of mirrors to keep them dry and stain free.

4.3 With the approval of the Competent Authority the RFP were invited from the prospective bidder.

- (i) As per the RFP, pre bid meeting was held on 11-10-2013 and during pre bid meeting some quires were raised by prospective bidders and accordingly quires were addressed and clarification was issued to all bidders as well as uploaded on website in public domain.
- (ii) Under the approval of Chairperson, Sub-Committee for evolution of technical bids, consisting officers of CE(C-I), C.A., ACE(Elect.), Dir.(Fin.), Dir.(Proj.), Dir (Enf.), L.O., SE(CP) & EE(CP) was formed.



- (iii) Technical bids were opened on 06-12-2013 and two bids were received from M/s BVG India Ltd. & M/s JCDecaux Advertising India Pvt. Ltd.. The Technical bids of both the bidder were evaluated by subcommittee and were found that both the firms were eligible for opening of financial bids. The same was concurred by Finance Deptt. on 27.05.2014.
- (iv) Final evaluation of the Technical Bids as per Clause 3.2 of RFP & Financial bids as per Clause 3.3 of RFP of both the firm was done by the Sub-Committee and the composite score of the bidder is worked out as per the Clause No.3.4 of RFP and is given as under:-

<b>Bidders</b>	<b>Technical Score</b>	<b>Weighted of Technical Score (70%) (A)</b>	<b>Financial Score</b>	<b>Weighted of Financial Score (30%) (B)</b>	<b>Composite Score (C)=(A)+(B)</b>
M/s BVG India Ltd.	63.23	44.26	50	15	59.26
M/s JC Decaux Advertising India Pvt. Ltd.	88.03	61.62	100	30	91.62

M/s BVG India Ltd. has offered 10% (Ten Percent) revenue earned during the concession period. M/s JC Decaux Advertising India Pvt. Ltd. has obtained the highest composite score and has become the preferred bidder for the project. M/s JC Decaux Advertising India Pvt. Ltd. has offered to pay NDMC a concession fee as **20% (Twenty Percent) of monthly revenue earned** subject to minimum of Rs. 5 lakhs (Five Lakhs) per month in the first year. The minimum concession fee shall be increased by 10% per year in subsequent years till end of the concession year.

The Concession fee on the basis of the percentage quoted by the preferred bidder shall be as per the provision vide clause 3.3 of the RFP and the relevant para is reproduced below:-

"The Concessionaire shall pay to NDMC a Concession Fee of quoted percent (as per Appendix F-1) of net revenue earned by it on sale/renting of advertising and other space on the Street Furnitures subject to minimum concession fee as defined herein. The Concession Fee shall be paid quarterly from the Commercial Operations Date till the end of the Concession Period / Transfer Date or the period extended thereof. **The 'net revenue' is defined as "the gross amount billed by the Concessionaire to its Agent/Client, as the case may be, in an arms length transaction, as reduced by the service tax paid to the Govt. only'.** An 'arms length transaction' is defined as "a transaction in which the parties (a) are unrelated and unconnected and have no overt or covert common interest, (b) are dealing from equal bargaining positions and (c) neither party is subject to the other's control or dominant influence. Any such transaction is expected to reflect the true market value of the services provided and has been entered into with fairness, integrity and legality."

At the end of each quarter, along with Audited Financial Statements, the Concessionaire shall furnish to NDMC a certificate to the effect that it has not entered into any transaction, in whatsoever form, with the Agents/Clients other than those that fall in the category of an 'arms length transaction'. Should there be any evidence of a related party transaction between the Concessionaire and its Agent/Client, at any point of time during the Concession Period. NDMC reserves the right to terminate this Agreement with the attendant consequences to the Concessionaire."

## 5. FINANCIAL IMPLICATIONS OF THE PROPOSED PROJECT/ SUBJECT

The concessionaire will give a concession fee of 20% of monthly revenue earned by him to NDMC subject to minimum concession fee of `5 lacs per month with increase of 10% every year from the previous year fee.

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

Concession period is 15 years.

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

The case has been received in FD on 16.6.2014 citing urgency and to be placed before Council in the meeting scheduled for 20.6.2014. FD is of the view that appropriate time should be given for scrutiny and examination of proposal.

RFP for the subject work were evaluated by the Technical Evaluation Sub-Committee constituted by the Competent Authority (P-33-34/N). The offers of both the firms, M/s BVG India Ltd. and M/s JC Decaux Advertising India (P) Ltd. were found technically eligible and their financial bids opened. M/s JC Decaux Advertising India (P) Ltd. has emerged H-1 bidder and has agreed to pay NDMC a concession fee of 20% of monthly revenue earned subject to minimum of `5 lacs per month with an increase of 10% every year on previous year fee till end of concession year. It is, however, stated that justification in this case cannot be prepared as the offers were invited in terms of percentage of revenue sharing. The department ensuring and certifying that the offer of H-1 bidder, M/s JC Decaux Advertising India (P) Ltd. is reasonable and justified keeping in view the current trend of rates in respect of similar project, may submit proposal for consideration of Competent Authority as recommended by Planning and CE(C-I).

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

As per the RFP condition the successful preferred bidder shall be the bidder who scores highest composite score and is justified for the project. The exact trend of rates cannot be accessed in BOT project and it varies from project to project, since the scope and the work are not comparable. However in NDMC, the other project on BOT basis, the revenue sharing is 16% in BQS project and 19.42% in PTU's.

Therefore, the 20% monthly revenue earned, offered by M/s JC Decaux Advertising India Pvt. Ltd. is reasonable and justified and is recommended as successful preferred bidder for the project.

**9. FINAL VIEWS OF FINANCE DEPARTMENT:**

No comments.

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

NIL

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

Not Applicable

**12. COMMENTS OF THE LAW DEPTT.**

This is the tender case. The agenda has not defined as to what is monthly revenue earned and what is the source, it is gross earned or net profit. This should be specified in the agenda please.

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

The source of revenue and Monthly Net Revenue earned is defined vide clause No. 2.7 and 3.3.1 (ii) of RFP respectively. However the relevant portion of both the provisions of RFP has been incorporated in the agenda at para 3 & para 4.3 (iv).

**14. FINAL VIEW OF LAW DEPARTMENT :**

—

**15. CERTIFY THAT ALL CENTRAL VIGILANCE COMMISSION'S GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE:**

Certified that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.

**16. RECOMMENDATIONS:**

The case is placed before the Council for accord of approval of the following for:-

Acceptance of offer of successful preferred bidder M/s JC Decaux Advertising India Pvt. Ltd. for the project "Designing, installation and Maintenance of Street Furniture and Cleaning & Maintenance of public plaza/ Corridor, Parking Area, Planters, Subway and toilet in Connaught Place on DBOT basis" at his quoted after for the concession fee as **20% (Twenty Percent) of monthly revenue earned** subject to minimum of Rs. 5 lakhs (Five Lakhs) per month in the first year. The minimum concession fee shall be increased by 10% per year in subsequent years till end of the concession year. The Concession period for the project is 15 years.

**17. DRAFT RESOLUTION:**

Resolved by the Council that M/s JC Decaux Advertising India Pvt. Ltd. at his quoted concession fee as **20% (Twenty Percent) of monthly revenue earned** subject to minimum of Rs. 5 lakhs (Five Lakhs) per month in the first year. The minimum concession

fee shall be increased by 10% per year in subsequent years till end of the concession year is accepted as concessionaire for this DBOT project having concession period of 15 years.

**COUNCIL DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ITEM NO. 05 (B-07)****1. NAME OF WORK:**

Replacement of 2 nos. 33/11 KV Power Transformer installed at various Electric Sub-stations of NDMC area.

**2. DEPARTMENT: Electricity Department.****3. BRIEF HISTORY OF THE CASE:**

15 MVA, 33/11 KV Crompton make power transformer and 16/20 MVA, 33/11 KV BHEL make power transformer installed at ESS H.C. Mathur Lane failed in the year 2012 & 2013 respectively. To maintain continuity of supply, these transformers were replaced with transformers installed at ESS Mandi House and ESS Raja Bazar respectively as a time gap arrangement. All sustained efforts to set right these faulty transformers, proved uneconomical & were declared beyond economical repairs by the department. These transformers had served 39 years and 34 years respectively against useful life of 25 years.

Advisor (Power), after due examination also recommended replacement of these failed transformers.

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

A Preliminary estimate for replacement of the failed transformers, based on the lowest budgetary offer of M/s Crompton Greaves Ltd. dated 23.07.2012, amounting to Rs 2,60,14,262/- (*Rupees Two Crore Sixty Lacs Fourteen Thousand Two Hundred and Sixty Two Only*) was prepared and processed for approval. The estimate includes cost of erection, excise duty and CST besides contingences and credit for old transformers. The estimate covers the cost of supply & installation of transformers.

The new transformers shall be installed at 33 KV ESS Mandi House and Shahjahan Road to strengthen the supply system of the areas connected with the network of these sub-stations, as presently, the installed capacity of the transformers in these sub-stations is inadequate.

**5. FINANCIAL IMPLICATIONS: Rs. 2,60,14,262/-**

*(Rs Two Crore Sixty Lacs Fourteen Thousand Two Hundred Sixty Two only)*

**6. IMPLEMENTATION SCHEDULE: Six Months**

**7. COMMENTS OF FINANCE:**

*(Dy. No. R-Elect./792/fin. Dated 20.05.2014)*

Keeping in view the replies of the department and recommendations of Advisor (Power) at page 44/N, Finance Department has no objection to the proposal of the Department to process the case for seeking Administrative Approval and Expenditure Sanction to the Preliminary Estimate of the Competent Authority for replacement of 2 nos. 33/11 KV, 16/20 MVA power transformer at an estimated cost of Rs. 2,60,14,262/- However, our concurrence is subject to the following:-

1. Department may certify that earlier no purchase was made against these two faulty transformers of ESS H.C. Mathur Lane.
2. These two transformers would be installed at Shahjahan Road and Mandi House were the same are essentially required for meeting the load requirement.
3. Certification by the Department that no spare transformers is available for replacement in any Division or Store of Electricity Department.
4. The work will be executed after adhering codal provisions and sufficient fund in relevant CAO be ensured before incurring any liability for this work.

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

1. It is certified that earlier no purchase was made against these two faulty transformers of ESS H.C. Mathur Lane.
2. It is certified that these two transformers would be installed at Shahjahan Road and Mandi House.
3. It is certified that no spare transformer is available for replacement in any division or Store of Electricity Department.



4. It is certified that all codal formalities are being followed. The sufficient fund shall be kept in the reserve fund after approval of the estimate.

***Final comments of Finance department:***

*No further comments as Finance has already examined and concurred in the proposal at 46/N (DY. No. 1027/Finance/R/Elect dt. 26.05.2014)*

9. **LEGAL IMPLICATIONS:** NIL
10. **DETAILS OF PREVIOUS COUNCIL'S RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT:**
- Item No. 07(B-05) of Council Meeting No. 02/2014-15 dated 20.06.2014 – Deferred with the direction that department would place the details of schemes against sanctioned estimate approved by the Council for ` 336.00 Crores.*
- As directed by Council, details of schemes against sanctioned estimate for revamping of electrical system in NDMC, approved by the Council in the meeting held on 28.08.2008, for ` 336.00 Crores and present status of works relating to augmentation of 66/33 KV Network amounting to ` 57.36 approved by Council on 28.08.2008 are **enclosed with the draft agenda at Annexure "A" (See pages 25 – 44 )**.*
11. **COMMENTS OF LAW DEPARTMENT: N.A.**

12. COMMENTS OF DEPARTMENT ON COMMENTS OF LAW DEPARTMENT: N.A.
13. CERTIFIED THAT ALL THE CVC GUIDELINES ON THE SUBJECT HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE: *It is certified that all the CVC guidelines on the subject have been followed while processing the case.*

14. RECOMMENDATIONS:

The estimate may please be submitted to council for according Administrative Approval and Expenditure Sanction amounting to **Rs. 2,60,14,262/- (Rupees Two Crore Sixty Lacs Fourteen Thousand Two Hundred and Sixty Two Only)** for the "Replacement of 2 nos. 33/11 KV Power Transformer installed at various Electric Sub-stations of NDMC area" against the Depreciation Reserve Fund under the Budget Head of A/c E-3. Approval may also please be accorded to take further action in anticipation to the confirmation of minutes of the Council meeting.

15. DRAFT RESOLUTION

Resolved by the Council that Administrative Approval and Expenditure Sanction is accorded to the estimate amounting **Rs. 2,60,14,262/- (Rupees Two Crore Sixty Lacs Fourteen Thousand Two Hundred and Sixty Two Only)** for the "Replacement of 2 nos. 33/11 KV Power Transformer installed at various Electric Sub-stations of NDMC area" against the Depreciation Reserve Fund under the Budget Head of A/c E-3. Approval is also accorded to take further action in anticipation to the confirmation of minutes of the Council meeting.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

Annexure 25 – 44









































Annexure ends

**ITEM NO. 06 (B-08)****1. NAME OF WORK:**

Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan.

**2. DEPARTMENT: Electricity Department.****3. BRIEF HISTORY OF THE CASE:**

The 66KV GIS ("HOLEC" make) switchgears were commissioned at 66 KV ESS School Lane and Vidyut Bhawan in 2001 at a total cost of Rs. 31,78,17,588/-. Being maintenance free, the original Equipment Manufacturer (OEM) recommended inspection after ten years of operations. Accordingly after approval of Council vide Resolution No. 03 (B-13) dated 07.10.2011, an order was placed with the OEMs in 2011. After conducting inspection in January 2013, the firm submitted the inspection report & a budgetary offer, towards the cost of spares, repairing/servicing/overhauling charges for both the substations amounting to Rs. 9, 93, 92,961/-.

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

66 KV GIS switchgears of "HOLEC" make (country of origin Netherland) comprising 09 panels each were commissioned at ESS School Lane and Vidyut Bhawan in the year 2001, at a total capital cost of Rs 31,78,17,588/-. Being maintenance free, the original equipment manufacturer (OEM) recommended inspection after 10 years of operation to avoid major breakdowns & Council vide Resolution No. 03 (B-13) dt. 07.10.2011 approved to award the work of inspection to OEM, M/s Siemens.

Inspection was accordingly conducted by M/s Siemens & based on the preliminary findings during the inspection has advised to carry out the repairs. A budgetary offer containing cost of spares, repairing/overhauling and servicing of GIS Panels at the two sub-stations, besides terms & conditions, was submitted by the OEM vide letter No. IC-SG SC/SC 20111076A/NL dated 04.04.2014.

Details of cost estimate are as under: -

a) For 66 KV ESS School Lane

- i) Material Cost : Rs 1,83,51,416.19  
 ii) Labour Cost : Rs 3,08,12,806.40

Total Rs 4,91,64,223.00

b) 66 KV ESS Vidyut Bhawan

- i) Material Cost : Rs 1,80,59,744.39  
 ii) Labour Cost : Rs 3,21,68,963.84

Total Rs 5,02,28,738.00

Total cost (a + b) = Rs 9,93,92,961.00

*(Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred Sixty One Only).*

TERMS OF PAYMENT :

*Supply: 50% payment as interest free advance against ABG & 50% balance against PI before dispatch*

*Service: 50% payment as interest free advance against ABG & 50% balance within 15 days from submission of invoice*

DAILY RATE FOR ADDITIONAL WORK:

*Overtime per hour, (17.00 – 07.00 hrs) next day: - Rs 41,000.00 per engineer*

*Overtime per hour on 7<sup>th</sup> day and public holidays: Rs 78,750.00 per engineer*



***GIS Switchgear being a proprietary item of the manufacturer, M/s Siemens, repair works are compulsorily required to be undertaken through them. Provisions of clause 154 of GFR 2005 permit procurement from a single source in specific circumstances & accordingly it is certified & confirmed by the department that only M/s Siemens is the manufacturer of the required goods and no other make or model is acceptable. Being a proprietary item of the foreign manufacturer, justification and reasonability of rates cannot be commented upon by the department.***

It is therefore recommended that based on the inspection report submitted by M/s Siemens, the work of repairing, servicing, overhauling & replacement of parts in 66 KV GIS switchgears of "HOLEC" make at ESS School Lane & Vidyut Bhawan be awarded to M/s Siemens at their offered amount of Rs.9,93,92,961=00 (Rupees Nine Crore Ninety Three Lacs Ninety Two thousand Nine Hundred Sixty One Only) & at the terms & conditions of their offer dated 04.04.2014.

**5. FINANCIAL IMPLICATIONS: Rs. 9, 93, 92,961/-**  
***(Rs Nine Crore Ninety Three Lacs Ninety Two Thousands Nine Hundred Sixty one only).***

**6. IMPLEMENTATION SCHEDULE: Approximate Nine Months**

**7. COMMENTS OF FINANCE DEPARTMENT:**

**(i) FINANCE DEPARTMENT :**

The case related to repairing/overhauling and servicing of 66KV GIS switchgears of "HOLEC" make (Netherland) comprising 09 panels of two sub-stations i.e. at School Lane and Vidyut Bhawan through OEM Firm M/s. SIEMENS at an cost of Rs. 9.93 Crores has been examined. Since these GIS switchgears are stated to be specifically designed by M/s. SIEMENS and are proprietary items and also the work cannot be executed through competitive bidding, there seems to be no option but to carry out the work from the said firm. However, Department may be asked to

- a. Place a Proprietary Article Certificate (PAC) in a prescribed format as per provision of Rule 154 of GFR on record.
- b. In order to ensure that the rates offered by the firm are justified, a copy of similar work carried out by the said firm be placed on record. Further, an undertaking may

also be obtained from the said firm that rates offered by them are justified and are not more than what has been offered in other DISCOMS in India.

- c. Department may also certify that the proposed work is mandatory and will enhance overall health and life of the system. The department shall ensure that no expenditure of liability is incurred unless the funds are made available.
- d. Department shall ensure that no expenditure are liability is incurred unless the funds are made available.

(ii) **OBSERVATIONS OF SECRETARY ON COMMENTS OF FINANCE: -**

In addition to above, may also clarify the followings:-

- a. Being technical matter, the department is satisfied with inspection report and scope of work.
- b. What discrepancies are accepted as mention at page 109/N and financial impact there off.

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

(i) **Finance**

- a. Proprietary Article Certificate, as per provisions of Rule 154 of GFR is placed in the file at page 100/C.
- b. Being a proprietary article of foreign manufacturer based in Europe and the fact that since equipments of the firm are not installed any where in the country, justification of the offered rates based on the documents suggested by finance cannot be ensured by the department. Further, department is not in a position to afford any delay in placing the order as OEM has cautioned as under: ***"Issues like malfunctioning of VT Spring Contacts, Operation Coil, Pressure Contacts, SF6 Gas leakages etc. can have a direct effect on the overall reliability of GIS and subsequent end client network. Further, delay in maintaining the system and to carry out OEM modifications of components can result in faults and/or unsafe situations."***
- c. The proposed work is mandatory after ten years of service as per the recommendations of the OEM, M/s Siemens for the overall health and life of the system.

- d. It is ensured that no expenditure or liability will be incurred unless the funds are made available and accordingly approval of Council shall be sought for arrangement of funds through "Advance payment" for this work till funds are made available in the RE for 2014-15.
- e. No expenditure or liability will be incurred unless the funds are made available.

(ii) **Comments on the observations of Secretary:**

- a. Being a sophisticated and technologically advanced imported proprietary item of the manufacturer, requisite technical knowhow is not available either with the department or local representative of the OEM in India & therefore there is no option but to rely on the reports and scope of work submitted by OEM. However based on the operational difficulties faced in the switchgear, department is satisfied with the inspection report and suggested repairs.
- b. The discrepancies noted at page 109/N are only the difference in the rates of the Engineers offered for both substations i.e. (i) daily rates for seventh day and public holidays (ii) overtime per hour (iii) overtime per hour on seventh day and public holiday and there would be no additional financial impact as higher quoted rates have been considered only to avoid delays at this stage.

**Final comments of Finance/ Secretary**

F.A/ Secretary has seen the case with no further comments

**9. LEGAL IMPLICATIONS: NIL**

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

(i) *Council Resolution No. 03 (B-3) dated 07.10.2011 (Annexure 'A' See pages 51 - 57).*

(ii) *Item No. 06(B-04) of Council Meeting No. 02/2014-15 dated 20.06.2014 – Deferred with an advice to place the copy of original agreement containing terms & condition of supply of GIS Equipments.*

*-As directed by Council, a copy of original agreement for supply of GIS Equipments is placed at Annexure "B" (See pages 58 - 94) alongwith a copy of the offer of M/s Siemens Ltd. dated 04.04.2014 for repairing of GIS Switchgear is enclosed at Annexure "C" (See pages 95 - 173).*

(iii) *The extended validity of the offer of M/s Siemens Ltd. is till 30.07.2014.*

*During the intervening period on 15.07.2014, M/s Siemens Ltd. has informed that the rates are valid till July 2014 only & increase of 8% shall be applicable thereafter.*

**11. COMMENTS OF LAW DEPARTMENT: N/A**

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

**13. CERTIFIED THAT ALL THE CVC GUIDELINES ON THE SUBJECT HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE: *It is certified that all the CVC guidelines on the subject have been followed while processing the case.***

**14. RECOMMENDATIONS:**

*It is recommended that approval of Council may kindly be solicited for the following: -*

- i. To accord A/A & E/S to the estimate amounting to Rs. 9,93,92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) based on the budgetary offer of M/s Siemens.
- ii. To place order for the work of "Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan" on M/s Siemens, the OEM at their offered rates, amounting to ` 9, 93, 92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) and as per the terms and conditions of offer bearing No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyut Bhawan) and IC-SGSE/SE20111076/NL dated 04.04.2014 (for School Lane).
- iii. To make 50% payment, as an interest free advance to M/s Siemens as per the terms and conditions of their offer letter No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyut Bhawan) and IC-SGSE/SE20111076/NL dated 04.04.2014 (for School Lane).
- iv. Authorize Chief Engineer (Elect.) for approval of overtime and charges for working on 7<sup>th</sup> day & public holidays if any, as per actual, on the terms and conditions of the offer of the firm.
- v. To make availability of requisite funds required for the work through "Advance Payment" till funds are made available in RE of the current financial year 2014-15 later on.

*Approval may also please be accorded to take further action in anticipation to the confirmation of minutes of the Council Meeting.*

**15. DRAFT RESOLUTION**

**Resolved by the Council, to accord approval of the following: -**

- To accord A/A & E/S to the estimate amounting to ` 9, 93, 92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) based on the budgetary offer of M/s Siemens.

- To place order for the work of "Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan" on M/s Siemens, the OEM at their offered rates, amounting to Rs.9,93,92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) and as per the terms and conditions of offer bearing No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyut Bhawan) and IC-SGSE/SE20111076/NL dated 04.04.2014 (for School Lane).
- To make 50% payment as an interest free advance to M/s Siemens as per the terms and conditions of their offer letter No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyut Bhawan) and IC-SGSE/SE20111076/NL dated 04.04.2014 (for School Lane).
- Authorize Chief Engineer (Elect.) for approval of overtime and charges for working on 7<sup>th</sup> day & public holidays if any, as per actual, on the terms and conditions of the offer of the firm.
- To make availability of requisite funds required for the work through "Advance Payment" till funds are made available in RE of the current financial year 2014-15 later on.

*Approval is accorded to take further action in anticipation to the confirmation of minutes of the Council Meeting.*

### **COUNCIL'S DECISION**

Resolved by the Council, to accord approval of the following: -

- To accord administrative approval and expenditure sanction to the estimate amounting to ` 9,93,92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) based on the budgetary offer of M/s Siemens.
- To place order for the work of "Repairing of 66KV GIS ("HOLEC" make) switchgears installed at 66KV ESS School Lane and Vidyut Bhawan" on M/s Siemens, the OEM at their offered rates, amounting to `9,93,92,961/- (Rupees Nine Crore Ninety Three Lacs Ninety Two Thousand Nine Hundred and Sixty One Only) and as per the terms and conditions of offer bearing No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyut Bhawan) and IC-SGSE/SE20111076/NL dated 04.04.2014 (for School Lane).

- To make 50% payment as an interest free advance to M/s Siemens as per the terms and conditions of their offer letter No. IC-SGSE/SE20111076A/NL dated 04.04.2014 (for Vidyt Bhawan) and IC-SGSE/SE20111076/NL dt. 04.04.2014 (for School Lane).
- Authorize Chief Engineer (Elect.) for approval of overtime and charges for working on 7<sup>th</sup> day & public holidays if any, as per actual, on the terms and conditions of the offer of the firm.
- To make availability of requisite funds required for the work through "Advance Payment" till funds are made available in RE of the current financial year 2014-15 later on.

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

**Annexure**

**51 – 173**



















































































































































































































































































Annexure ends

**ITEM NO. 07 (B-09)**

1. **Name of Subject/ Project:** Purchase of HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type).
2. **Name of the Department** : Electricity Department
3. **Brief History of the subject/Project:** Against various estimates sanctioned by the Council / Chairperson / Secretary/ Approval by Chief Engineer (Elect.), a case for procurement of 92 Nos. HT 11KV, 350MVA single bus bar VCB Switchgear panels was processed. Later, due to execution of some of the estimates of urgent nature, 43 Nos. of HT VCB panels were withdrawn from the above proposal and 33 Nos. of HT VCB panels of similar configurations were incorporated, which are required against the newly sanctioned estimates thereby reducing the total quantity of HT VCB panels by 10 Nos. i.e. from 92 Nos. to 82 Nos.(copies of Council's resolution/AA&ES of Chairperson/ Secretary/ approval of CEE to the sanctioned estimates are enclosed in **Annexure-'A'** (See pages 180 - 197) & list of the works already completed by installing HT Panels procured earlier & list of HT Panels incorporated against recently received sanctioned estimate in the present case, is enclosed in **Annexure 'B'** (See page 198).

4. **Detailed Proposal of the Subject/Project:**

Tenders, in the first call, were invited through e-procurement solutions from the manufacturers of HT 11KV VCB switchgear panels in which two firms i.e. M/s Yamuna Power & Infrastructure Ltd and M/s Megawin Switchgears Pvt Ltd participated in the tender. The firm M/s Yamuna Power & Infrastructure Ltd could not fulfill the eligibility conditions of NIT. Therefore, after opening of technical-cum-commercial bid, M/s Megawin Switchgears Pvt Ltd being single bidder, the case was dropped with the approval of CEE-II.

Further, tenders were again invited in the second call through e-procurement solutions from the manufacturers of HT 11KV VCB switchgear panels for the purchase of 92 Nos HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type) by giving due publicity as per the codal provisions. The tenders in the 2<sup>nd</sup> call were opened on 21.08.2013 in which the following firms participated:-

1. M/s. Electroteknica Switchgears Pvt Ltd
2. M/s. Biecco Lawrie Limited
3. M/s. Megawin Switchgear Pvt Ltd
4. M/s. Yamuna Power & Infrastructure Ltd

## 5. M/s. Crompton Greaves Limited

The technical-cum-commercial bid of the above firms were scrutinized and observed that 3 out of above 5 bidders i.e. M/s Electroteknica Switchgears Pvt Ltd, M/s Biecco Lawrie Limited & M/s Megawin Switchgear Pvt Ltd fulfilled the eligibility criteria as per NIT. Therefore, these 3 firms were found eligible for opening financial bid. The case was also examined by Planning 11KV Division and found the same in order.

Further, with the approval CEE-I, a meeting of Technical Evaluation Committee was conducted on 13.01.2014 for deliberations regarding acceptance of the technical bids submitted by the remaining 2 bidders i.e. M/s. Yamuna Power & Infrastructure Ltd and M/s Crompton Greaves Limited. After deliberations and on the basis of documents, vis-à-vis eligibility criteria, submitted by these bidders, the Technical Evaluation Committee accepted the bid of M/s Crompton Greaves Limited and found the firm eligible for opening financial bid.

A justification statement has also been prepared on the basis of lowest of market rate offers following all codal provisions. From the justification statement, it is revealed that the total justified computed cost for the purchase of 92 Nos. HT VCB panels comes out to ₹4,06,62,717.28 which is 6.94% above the estimated cost.

Further, with the approval of CE(EI) dt.06.03.2014, the financial bids of the following 4 eligible bidders were opened on 28.03.2014, the details are as under;

Description	M/s Electroteknica Switchgear Pvt. Ltd.	M/s. Biecco Lawrie Limited	M/s. Megawin Switchgear Pvt Ltd	M/s Crompton Greaves Ltd.
1. HT 11 KV 350 MVA single bus bar VCB Switchgear panels (Indoor type) 400 Amps (Qty.22 Nos.), Estimated cost; <b>₹55,38,253.13</b>	₹ 62,40,339.12 (L-2)	₹ 66,46,958.60 (L-3)	₹ 58,50,968.96 (L-1)	₹ 81,06,492.52 (L-4)

2.HT 11 KV 350 MVA single bus bar VCB Switchgear panels (Indoor type) 630 Amps (Qty. 58 Nos.), Estimated Cost <b>` 1,48,09,705.15</b>	` 1,65,00,042.36 (L-2)	` 1,74,30,551.36 (L-3)	` 1,55,37,211.37 (L-1)	` 2,17,49,136.51 (L-4)
3. HT 11 KV 350 MVA single bus bar VCB Switchgear panels (Indoor type) 800 Amps (Qty. 9 Nos.), Estimated Cost <b>` 25,11,606.48</b>	` 25,72,088.76 (L-2)	` 26,88,735.24 (L-3)	` 25,61,753.85 (L-1)	` 35,11,801.86 (L-4)
4.HT 11 KV 350 MVA single bus bar VCB Switchgear panels (Indoor type) 1250 Amps (Qty. 3 Nos.), Estimated Cost <b>` 8,78,231.54</b>	` 8,97,475.44 (L-2)	` 9,13,436.16 (L-3)	` 8,53,917.95 (L-1)	` 12,61,140.31 (L-4)
<b>Total Computed cost</b>	<b>` 2,62,09,945.70 (L-2)</b>	<b>` 2,76,79,681.36 (L-3)</b>	<b>` 2,48,03,852.14 (L-1)</b>	<b>` 3,46,28,571.18 (L-4)</b>

From above, it is evident that M/s Megawin Switchgears Pvt Ltd emerged as L-1 firm with a total computed cost of `58,50,968.96 for item No.1, `1,55,37,211.37 for item No.2, `25,61,753.85 for item No.3 and `8,53,917.95 for item No.4, which are 5.65%, 4.91%, 1.997% above & 2.77% below the estimated cost and 39.68%, 39.07%, 37.12% and 38.49% below the justified cost respectively. Therefore, the rates quoted by the L-1 firm are competitive, reasonable and justified.

Due to execution of some of the estimates because of exigencies, 43 Nos. of HT VCB panels have been withdrawn from the above proposal and 33 Nos. of HT VCB panels of similar configurations have been incorporated, which are required against the newly sanctioned estimates, thereby reducing the total quantity of HT 11KV VCB switchgear panels by 10 Nos i.e. from 92 Nos. to 82 Nos. **(Copies of Council's Resolution/AA & ES of Chairperson/ Secretary/ Approval of CEE to the sanctioned estimates are enclosed in Annexure-A & list of the works already completed by installing HT Panels procured**

**earlier & list of HT Panels incorporated against recently received sanctioned estimate in the present case, is enclosed in Annexure 'B').**

The case was examined by Planning 11KV Division and subsequently concurred by Finance vide Dy. No. 1224/Finance/R-Elect dt.20.06.2014 to award supply order for purchase of 82 Nos. HT 11KV VCB single Bus Bar Switchgear Panels, to the L-1 firm M/s Megawin Switchgear Pvt Ltd at their total quoted computed cost of `2,16,52,604/- (Rupees Two Crore Sixteen Lacs Fifty Two Thousand Six Hundred Four Only) considering prevailing excise duty @ 10.3%.

**5. Financial Implications of the proposed subject/Project:**

`2,16,52,604/- (Rupees Two Crore Sixteen Lacs Fifty Two Thousand Six Hundred and Four only) for the purchase of 82 Nos. HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type) inclusive of taxes, duties etc considering prevailing excise duty @10.3%.

**6. Implementation Schedule with timeline for each stage including processing:**

- i) The drawings shall be submitted by the firm within **15 days** from the date of issue of Supply Order.
- ii) The material shall be supplied within **Four months** from the date of approval of drawings.

**7. Comments of the Finance Department on the subject;**

The replies submitted by the deptt in respect of para no.3 & 5 are not convincing. It is observed that deptt is preparing the estimates without knowing the exact requirement of the deptt which is pre-requisite for execution of work. In many cases it has been seen that estimates are inflated and are not based on realistic requirement, while section 2.5 of CPWD Works Manual also stipulates "that the Technical Sanction amounts to a guarantee that the proposal are technically sound, and that the estimates are accurately prepared and are based on adequate data." Moreover, it has also been noticed that the procurement is considered even after a lapse of 10 to 12 years in respect of approved estimates. It seems that deptt is not following the codal provisions stipulating in the CWPD Works Manual before the work taken in hand. FD does not find favour to the practice being adopted by the deptt while preparing the Estimates which is not healthy practice of the deptt. This needs clarifications.

However, if at this final stage deptt wants/proposed to adjust the surplus quantity of 33 numbers to another estimate and also to exclude the quantity of 10 numbers of HT VCB

panels, the approval of the Competent Authority i.e. Council for doing so may be obtained.

In the budget speech 2014 the excise duty in respect of several items has been reduced therefore the deptt is advised to check and certify whether there is any change in the excise duty in respect of the proposed procurement. If so, calculations (award amount) of the same needs to be done in order to place the supply order in the L-1 firm.

The detailed statement of estimates which are now proposed by the deptt to be considered against the said tender needs to be prepared by mentioning the quantity, the name of the division and complete Chart of Account and budget provision.

In response to advice of F.D. at P-104/N and in reply at para no.17 at P-109/N that the case shall be routed through A.O.(E) but the same has not been done by the deptt as such deptt is advised to route the case through A.O. (E). Further, the statement placed at P-3107 needs to be checked and signed by concerned AAO.

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

- 1) The observation point (3) of Finance on page 103/N replied by the department on page 106/N is correct. Finance desired to furnish reasons for processing the case of Estimate No.E-48/2002 after lapse of 12 years. The department replied that the Estimate No.E-48/2002/EEP was accorded AA&ES in the year 2010 vide Resolution Item No.04(B-21) dated 27.10.2010 and the requirement for procurement of material was received in Store-I division in the year 2012. It is to reiterate that as confirmed from the user division i.e. C-I(E), the said procurement is still required for which C-I(E) division had also kept provision of Rs.75 Lacs in BE/2014-15 as per budget book page no.486. It is certified that the unnecessary delay as referred above will be avoided in future.

The observation point (5) of Finance on page 103/N replied by the department on page 106/N is also correct. Department on page 106-107/N had already replied to the observation point (5), wherein the details of HT panels now required to be procured have been tabulated. Out of 92 nos panels as estimated, now 82 nos HT VCB panels are required to be procured. Usually, the requirements received from various divisions are being processed by Electric Store-I division after consolidating the material. But, by following due procedure of tendering, the receipt of material takes substantial time. Meanwhile, some projects are required to be executed urgently on priorities and the user divisions get the works executed as work of Electricity department is of exigency nature,

especially in NDMC which provides services to mostly high dignitaries and also looking after the works of very important nature. Further, Store-I division procure material after receipt of requirement from user divisions and not on the basis of date of sanction of estimate.

It is also to mention further that all codal provisions are being adopted by the department.

- 2) As observed by Finance in para (2) on page 110/N, the approval from Council to adjust 33 nos HT VCB panels against other estimates and to exclude 10 nos HT VCB panels shall be obtained along with the approval for award of supply from the competent authority i.e. Council.
- 3) Excise duty has been reduced to 10.3% for subject cited procurement. Accordingly total award amount of 82 nos HT Panels has been calculated to `2,16,52,604/- and placed in the file on page 3112/C.
- 4) The details of estimate now finally considered for procurement of HT VCB panels are as under;

S.No	Estimate No.	Division	Chart of Accounts/ Budget provision
1	E-48/2002/EEP	C-I	81-142-40-0-211 / 75 Lacs (at 279/C in Estimate file)
2	E-12/2011/EEP	C-I	81-410-10-2-211 /3.69 Crore (at 280/C in Estimate file)
3	E-13/2011/EEP	C-II	81-470-10-02-212 (at 286/C in Estimate file)
4	E-20/2011-12/EEP	C-II	81-410-80-26-6-1-212/ 2 Crore (at 281/C in Estimate file)
5	E-03/2012-13/EEP	C-II	412-40-09-24-12/ 1 Crore (at 281/C in Estimate file)
6	E-08/2012-13/EEP	C-IV	81-410-80-26-214 / 20,000 Thousand (at 278/C in Estimate file)
7	E-09/2012-13/EEP	M/N	81-412-40-0-23-13-211 (at 304/C in Estimate file)
8	E-17/2012-13/EEP	C-II	81-470-10-02 (at 290/C in Estimate file)



9	E-13/2013- 14/EEP	C-I	81-412-40-0 (at 297/C in Estimate file)
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- 5) As observed by Finance the case shall be routed through AO(E-II). Also AAO(S-I) and checked & signed the statement placed on page 3107/C

**9. Final view of the Finance Department:**

In response of advise of FD the case has not yet been routed though concern A.O. However, as Chief Engineer Elect-I has forwarded the case to Finance for concurrence with his recommendation, (P-112/N), FD concur in the proposal of the deptt duly checked by AAO & Planning at P-97/N & 98/N respectively to award the supply order to the L-1 firm i.e. M/s Megawin Switchgear Pvt., Ltd., at their total quoted computed cost of ` 2,16,52,604/- (Rupees Two Crore Sixteen Lakh Fifty Two Thousand Six Hundred Four Only) considering present prevailing excise duty @ 10.3%. Further, the deptt has recommended that the rates quoted by L-1 firm is competitive, reasonable and justified (101/N). However, while processing the case to the Competent Authority i.e. Council the deptt may ensure that necessary approval as certified vide Para No. 2 P-111/N for considering adjustment in the instant proposal regarding 33 nos. of HT VCB Panel against other estimates and to exclude 10 nos. HT VCB Panels, as per terms, conditions and specification of the NIT be obtained.

- 10. Clarification of the Department:** - Finance vide diary No. 1224/Finance/R-Elect dt.20.06.2014 has concurred to the proposal of the department. However, approval from the Council for adjustment of 33 numbers HT VCB Panels against newly sanctioned estimates and exclusion of 10 numbers HT VCB panels is being obtained.

- 11. Legal Implication of the Subject/Project:** Nil

- 12. Details of previous Council Resolution, existing law of Parliament and Assembly on the Subject:** Annexure –A.

- 13. Comments of department on comments of the Law Department:** Nil

- 14. Final view of the Law Department:** It has no legal issue.

15. **Certification by the Department:** All Central Vigilance Commission (CVC) guidelines have been followed while processing the case.
16. **Recommendations of the Department:** The case may be placed before the Council for purchase of HT 11KV 350MVA single bus bar VCB Switchgear Panels (Indoor type) from the L-1 firm M/s. Megawin Switchgears Pvt Ltd at their ex-works cost + Excise Duty @ 10.3% + CST @ 2% against form 'C' + Freight & Insurance @ `5,800/- each thus making total computed cost for the purchase of 82 Nos. HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type) as `2,16,52,604.38 (Say `2,16,52,604/-) and on the terms, conditions & specifications of NIT. Further, approval is also solicited to withdraw 43 Nos. of HT VCB panels from the above proposal and to incorporate 33 Nos. of HT VCB panels of similar configurations, which are required against the newly sanctioned estimates thereby reducing the total quantity of HT VCB panels by 10 Nos. i.e. from 92 Nos. to 82 Nos. Permission may also be accorded to place the supply order on L-1 firm in anticipation of confirmation of the minutes of the Council.
17. **Draft Resolution:** Resolved by the Council that the approval is accorded for purchase of HT 11KV 350MVA single bus bar VCB Switchgear panels (Indoor type) from the L-1 firm M/s Megawin Switchgear Pvt Ltd at their ex-works cost + Excise Duty @ 10.3% Extra + CST @ 2% against form 'C' + Freight & Insurance @ `5,800/- each thus making total computed cost for the purchase of 82 Nos. HT 11KV 350MVA single bus bar VCB Switchgear panels (Indoor type) as `2,16,52,604.38 (Say `2,16,52,604/-) and on the terms, conditions & specifications of NIT. Further, approval is also solicited to withdraw 43 Nos. of HT VCB panels from the above proposal and to incorporate 33 Nos. of HT VCB panels of similar configurations, which are required against the newly sanctioned estimates thereby reducing the total quantity of HT VCB panels by 10 Nos. i.e. from 92 Nos. to 82 Nos. Permission accorded to place the supply order on L-1 firm in anticipation of confirmation of the minutes of the Council.

#### **COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ANNEXURES**

**180 – 198**







































Annexure ends

**ITEM NO. 08 (N-01)****1. Name of the subject/project**

Annual Estimate for the Maintenance of CPWD Colony Parks and 2014-15.

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

Horticulture Department, NDMC.

**3. Brief history of the subject/project**

The CPWD Colony Parks were transferred to NDMC w.e.f. 01.04.2007 on 'as is where is' basis and the Horticulture Department started basic maintenance works to ensure that public residing in these colonies is not inconvenienced. Total 981 parks or 35 colonies including lawns of Shanti Path having the approximate area of 254 Acres excluding open green area of the colonies. Accordingly a proposal was placed before the Council for granting funds for maintenance of these colony parks which the Council approved providing of funds and approval of management plan in its meeting 14.11.2007 vide item No. 16 (N-3). The Council suggested that maintenance works be continued. It has become a continuous process since then.

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

A Preliminary Estimate has been prepared by the department for meeting the annual maintenance requirements of CPWD Colony parks during 2014-15 for 981 CPWD Colony Parks or 35 Colonies including lawns of Shanti Path having the approximate area of 254 Acres excluding open green area of the colonies. The estimate is prepared for 240 Acres based on CPWD Norms and the past experience of Horticulture Department in the maintenance works. The main provision is for engagement of Casual labour in the proposed expenditure as the Horticulture Department does not have malis for maintaining these CPWD Parks by the NDMC. The estimates contain the provision of payment of electricity, transfer entries for store items, Yamuna sand, good earth , cow dung manure & organic / inorganic, seeds, bulbs, special maintenance of Shantipath, North Avenue renovation of lawn, purchase of T&Ps, Equipment and machinery for maintenance of greens, power shakti tiller, the green house and roll call shelters.

Finance Department agreed for ` 607.62 lac (^ Six Crore Seven Lac and Sixty Two thousand Only) with advise to restrict the provision of all items including sundries within CPWD norms which now works out to ` 602.76 lacs and ensure availability of funds.

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

` 602.76 lac (^ Six Crore Two Lac Seventy Six Thousand only).

**6. Implementation schedule with time limits for each stage including internal processing**

Not applicable being works of regular and emergent nature taken up for annual maintenance of CPWD Colony Parks during the year 2014-15.

**7. Comments of the finance department on the subject with diary No. & date.**

**Diary No.904/Finance/R-Hort dated 15.05.2014**

1. The department has now placed at P-20/C, the statement showing actual expenditure incurred during last four years. The expenditure on PVC pipes, earthen pots, repair and maintenance of equipment and machinery, special maintenance of Shanti Path-North/South Avenue are on higher side and should be brought to the average actual expenditure incurred during last four years.
2. The department has certified that the estimate is based on CPWD norms. Sundries may be taken as per CPWD norms.
3. It may be ensured and certified that the manpower has been worked out within approved norms and number/quantity has been taken after deducting the number of employees in position against sanctioned strength.
4. The department may re-visit the estimate as placed at P-15-17/C, flat 'C' bring on record the amount duly checked by HDM.

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

1. Due to inflation, the cost of material is increased manifold, hence; amount taken in the estimate increases. However; the same is based on actual requirement/quantity basis.

2. Since the CPWD Colony Parks scattered and requires more attention than the normal field, the quantity of petty items required is much more than the norms, hence justified.
3. It is ensured and certified that the manpower has been worked out within approved norms and number/quantity has been taken after deduction the number of employees in position against sanctioned strength.
4. PE amounting to Rs.607.62 lacs has now been checked by Head Draftsman.

**9. Final views of Finance Department**

The department prepared the annual estimate for repair and maintenance of CPWD Colony Parks for ` 689.58 lakh and the same has now been modified to ` 607.62 lakh against budget provision of ` 542.97 lakh. Keeping in view the clarifications brought out at page 9/N, FD has no objection to the annual estimate amounting to ` 607.62 lakh as checked by HDM at page-7/N. The department is, however, advised to restrict the provision of all items including sundries within CPWD norms and ensure availability of funds.

**In view of above concurrence of Finance Department, it is ensured that provision of items where there are prescribed norms including sundries is restricted within CPWD norms and additional funds will be sought in RE-2014-15.**

**10. Legal implication of the subject/project.**

It has no legal issue.

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

Estimate for the year 2013-14 as sanctioned by the Council vide item No.17(N-01) dated 04.09.2013.

**12. Comments of the Law Department.**

It has no legal issue.

**13. Comments of the Department on the comments of Law Department.**



No comments.

**14. Final view of Law Department (wherever necessary).**

It has no legal issue.

**15. Certificate by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.**

It is certified that all CVC guidelines will be followed while processing the case.

**16. Recommendation:**

Recommended for according Administrative Approval and Expenditure Sanction to estimate amounting to ` 602.76 Lac (` six crore two lac and seventy six thousand only) for the work Maintenance of CPWD Colony Parks during 2014-15.

**17. Draft Resolution:**

Resolved by the Council that Administrative Approval and Expenditure Sanction is accorded to estimate amounting to ` 602.76 Lac (` six crore two lac and seventy six thousand only) for the work Maintenance of CPWD Colony Parks during 2014-15. It is also resolved that further action may be taken by the department in anticipation of confirmation of the minutes by the Council.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ITEM NO. 09 (N-02)****1. Name of the subject/project**

Annual Estimate for the Maintenance of Parks and Gardens 2014-15.

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

Horticulture Department, NDMC.

**3. Brief history of the subject/project**

NDMC maintains public greens of approximately 1100 acre area within its jurisdiction which comprise of Gardens, Colony Parks, Roadside Trees, Roundabouts, School greens, Greens of NDMC office, markets and residential complexes, open green spaces etc. Being the capital of the country, it is necessary to maintain the greens in the best of shape. The provision of necessary/relevant items and activities is therefore made in this proposal.

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

A Preliminary Estimate amounting to ` 1044.22 lakh (` Ten Crore Forty Four Lakh Twenty Two Thousand only) has been prepared by the department for meeting the annual maintenance requirements of various parks, gardens and other green areas as per advice of finance department. The said estimate includes provision of payment of unfiltered water charges to CPWD, adjustment of Electric/Water charges raised by the commercial Department, transfer entries from Civil & Health of NDMC, Payments to casual laborers/Drivers/DEO, Purchase of Cow dung manure/good earth/jamuna sand, inorganic & organic manure, fertilizers, Robber Hose Pipe, Polythene bags, landscaping materials, Procurement of Indoor/outdoor plants, seeds bulbs, seedlings, turf grass, earthen/RCC Pots, Perimeter fencing, Hiring of water tanker/Tempos/ JCB, Provision for Disaster Management, Research & Development Training, repair of Tools & Plants, machinery, Maintenance of temporary green house, Provision of safety jackets, towels and soaps, fixing name plates & boards basic amenities like drinking water cooler etc. Telephone bills, Caution tapes, Sundries, Special maintenance of RCR Complex/CP/Palika Kendra/satya sadan, Provision of bouquets/garlands/cuts flowers

and floral decoration at different occasions. Organizing flower shows for which adequate budget provision has been kept.

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

₹ 1044.22 lakh (₹ Ten Crore Forty Four lakh Twenty Two Thousand only).

**6. Implementation schedule with time limits for each stage including internal processing**

Not applicable being works of regular and emergent nature taken up for annual maintenance of greens during the year 2014-15.

**7. Comments of the finance department on the subject with diary No. & date.**

**Diary No.1001/Finance/R-Hort dated 28.05.2014**

1. (i)The department has placed opp. file a statement showing actual expenditure of previous years and the proposed expenditure for 2014-15. It is observed that the actual expenditure in r/o labour, electricity and water components as brought in the statement is approximately ₹ 614.8 lakh against proposed expenditure of ₹ 735.4 lakh. The department may justify the proposed enhancement.

(ii)Enhancement in r/o manure, Yamuna sand, good earth, PVC pipes, provision of SoG and hiring of vehicles is almost double. The estimate may be prepared on rational basis and variation, if any, shall be duly justified.

2. Regarding reply to observation of FD at SL 1/P, 4/N, utilization of contingency has been detailed under Section 4.1.5 of CPWD Works Manual. This provision should not be kept to adjust prospective fluctuations and may be deleted as already advised at SL.1/P.3N.

3. The department has certified that provisions kept in the estimate are as per CPWD norms. Certifications are sought so as ensure that department has technically verified all aspects based on field requirements as field officers possess technical qualification and can best judge the field requirements. This is not mere formality.

Contrary to the certification, the provision of sundries @ ` 15/- per acre per month is beyond CPWD norms that prescribe only ` 5/- per acre per month. Necessary correction may be made in the estimate.

4. The department was advised to ensure and certify that requirement for petrol, CNG, 2T, mobile oil is on actual basis. The same may be done.
5. The department vides observation at S. No. 8, was advised to quantify the items on the basis of actual expenditure of previous year i.e. to bring down the proposed expenditure to actual expenditure of previous year. Although it is stated to have been complied, the same has not been done.
6. Keeping in view the above, modified P.E. duly checked by HDM may be submitted.

#### **8. Comments of the department on the comments of Finance Department**

1. (i) The estimate has been viewed and it is submitted that the increase in the provision is due to increase of rates of said components and increase in minimum wages.

(ii) These items are based on CPWD norms wherever prescribe and the rest of the items are based on minimum actual requirement of the department. The items beyond norms have been reviewed and quantities/provisions wherever possible have been reduced. It is certified that the quantities/provisions in the estimate have been taken on the basis of minimum actual requirement.

2. Contingencies have been deleted from the estimate.
3. It is certified that "The estimate has been prepared on the basis of CPWD Norms wherever prescribed and rest of the items on the basis of actual minimum requirement of last year".
4. It has been ensured and certified that provision for Petrol, CNG, 2T, Mobile oil is kept based on minimum actual requirement to run the maintenance work smoothly.
5. The estimate has been reviewed and modified please.
6. The estimate has been got checked from HDM.

#### **9. Final views of Finance Department**

Finance Department has concurred the estimate vide Diary No.1262/Finance/R-Hort. dated 26.06.2014 as under:

The department prepared the annual estimate for repair and maintenance of Parks & Gardens of NDMC Area for ` 1162 lakh and the same has now been modified to ` 1045.54 lakh against budget provision of ` 963 lakh. The department ensuring (i) that no works of original nature are executed under the proposed work (ii) adequacy of funds and (iii) provision of items where there are prescribed norms including sundries is restricted within CPWD norms, may submit the annual repair and maintenance estimate amounting to ` 1045.54 lakh in r/o parks and gardens of NDMC area during 2014-15 as checked by HDM at p.7/N and recommended by Director (Hort.) for consideration of Competent Authority.

**In view of above concurrence of Finance Department, it is ensured that (i) no works of original nature will be executed under the proposed work (ii) additional funds will be sought in RE-2014-15 and (iii) provision of items where there are prescribed norms including sundries is restricted within CPWD norms.**

**10. Legal implication of the subject/project**

It has no legal issue.

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

Estimate for the year 2013-14 as sanctioned by the Council vide item No.16 (N-01) dated 04.09.2013.

**12. Comments of the Law Department.**

It has no legal issue.

**13. Comments of the Department on the comments of Law Department.**

No comments.

**14. Final view of Law Department (wherever necessary)**

It has no legal issue.

**15. Certificate by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.**

It is certified that all CVC guidelines will be followed while processing the case.

**16. Recommendation:**

Recommended for according Administrative Approval and Expenditure Sanction to estimate amounting to ` 1044.22 lakh (` Ten Crore Forty Four lakh Twenty Two Thousand only) against the Budget Allocation of ` 963 lakh for the work Maintenance of Parks & Gardens during 2014-15. As per advice of Finance Department it is ensured that no works of original nature shall be executed under the proposed work, additional funds will be sought in RE 2014-15 and sundries are be restricted to CPWD norms.

**17. Draft Resolution:**

Resolved by the Council that Administrative Approval and Expenditure Sanction is accorded to estimate amounting to ` 1044.22 lakh (` Ten Crore Forty Four Lakh Twenty Two Thousand only) for the work Maintenance of Parks & Gardens during 2014-15. It is also resolved that further action may be taken by the department in anticipation of confirmation of the minutes by the Council.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ITEM NO. 10 (O-01)****1. Name of the subject/project**

Audit Comments on Financial Statements for the year ended March, 2013.

**2. Name of the Department/Departments Concerned**

Office of the Chief Auditor.

**3. Brief history of the subject/project**

As per Council Resolution No. 3(xii) dated 24.04.2002, NDMC decided to switch over to Accrual Based Double Entry System of accounting with effect from the year 2004-05. Accrual Based Financial Statements for the year ended March, 2013 were received in the office of the Chief Auditor for examination in February, 2014. These were audited and observations were communicated to Financial Advisor in May, 2014 as per provisions laid down under Section 59 of NDMC Act, 1994, for replies/comments. The draft comments were discussed in the exit conference held on 04 June 2014 with a team of Accounts department headed by Financial Advisor. Incorporating replies received in the Exit conference, a report of Audit on Accounts of NDMC for the year ending 31.03.2013 has been finalized. The Section 59 of the Act envisages that Chief Auditor shall report to the Chairperson any material impropriety or irregularities observed, in the accounts of the Council. As contemplated in the Act, audit comments on Financial Statements for the year ended March, 2013 prepared on Accrual Basis are submitted for information of the Council.

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

Audit comments on the Financial Statements for the year ended March, 2013 are **enclosed as a separate booklet** for information of the Council.

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

Nil

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

Not Applicable.

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

Not applicable, since Draft Agenda Item incorporates Comments on the Financial Statements for the year ended March, 2013 prepared on Accrual Basis as part of Statutory Audit Function, envisaged in NDMC Act, 1994.

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

Not Applicable.

**9. Legal implication of the subject/project**

Nil

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

Till date seven Agenda Items have been laid in the Council on Audit Comments on the Financial Statement/Double Entry Accounts. The detail of previous Council Resolutions is as under:

S. No.	Resolution Number and Date	Particulars
1.	Item No. 09(01) dated 28.04.08	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2005
2.	Item No. 07(D-07) dated 21.01.09	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2006
3.	Item No. 11(0-03) dated 15.01.2010	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2007
4.	Item No. 12(0-04) dated 15.01.2010	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2008



5.	Item No. 08(0-01) dated 25.06.2012	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2009
6.	Item No. 06(0-02) dated 25.07.2012	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2010
7.	Item No. 05(O-03) dated 28.08.2012	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2011.
8	Item No. 07 (0—01) dated 23-07-2013	Audit Comments on Financial Statements (Double Entry) for the year ended March, 2012.

11. **Comments of the Law Department on the subject/project**

Not applicable, since Draft Agenda Item incorporates Comments on the Financial Statements for the year ended March, 2013 prepared on Accrual Basis as part of Statutory Audit Function envisaged in NDMC Act, 1994.

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

Not Applicable.

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

Not applicable.

14. **Recommendation**

The Audit Comments on the Financial Statements for the year ended March, 2013 prepared on Accrual Basis may be presented to the Council.

15. **Draft Resolution**

Resolved by the Council that information regarding Audit comments on the Financial Statements on accrual basis for the year ended March, 2013 reported by the Chief Auditor is noted. The Department is advised to carry out the necessary rectification in the

Accounts for the subsequent years and submit an Action Taken Report on the comments of the Chief Auditor.

**COUNCIL'S DECISION**

Information noted. The Department is advised to carry out the necessary rectification in the Accounts for the subsequent years and submit an Action Taken Report on the comments of the Chief Auditor.

**ITEM NO. 11 (O-02)****1. Name of the subject/project**

Annual Audit Report for the year ended March 2012.

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

Office of the Chief Auditor

**3. Brief history of the subject/project**

The Annual Audit Report for the year ended 31 March 2012 has been prepared in terms of Section 59 (17) of the New Delhi Municipal Act, 1994 for presentation before the Council.

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

The office of the Chief Auditor was created in September 1996 vide Council Resolution No.3 (V) dated 19.08.1996. The office has so far presented fifteen Annual Audit Reports before the Council as detailed below:

<b>S.No.</b>	<b>Report for the year end</b>	<b>Date of Presentation</b>
1	March 1997	10 February 1999
2	March 1998 &1999	23 March 2001
3	March 2000	8 August 2002
4	March 2001	31 October 2003
5	March 2002	2 July 2004
6	March 2003	27 April 2005
7	March 2004	15 December 2005
8	March 2005	15 November 2006
9	March 2006	22 August 2007
10	March 2007	20 August 2008
11	March 2008(Reviews)	18 February 2009
12	March 2008	24 February 2010
13.	March 2009	20 April 2011
14.	March 2010	28 February 2013
15.	March 2011	07 October 2013

Present proposal is for presentation of sixteenth Annual Audit Report for the year ended March 2012. **The report will be tabled in the meeting.**

The Annual Audit Report basically highlights the following:

1. Financial status of NDMC.
2. Deficiencies in Accounting System and Budgetary Control.
3. Audit comments on financial transactions of NDMC.
4. Performance review on 'Working of Commercial Department' and 'Manpower Management in New Delhi Municipal Council'.

**5. Financial Implications of the proposed project/subject**

Nil

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

Not applicable

**7. Comments of the Finance Department on the subject**

Not applicable as the Draft Agenda Item relates to presentation of Annual Audit Report, which is a statutory audit function envisaged in NDMC Act, 1994.

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

Not applicable.

**9. Legal implication of the subject/project**

Nil

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

The details of previous Council Resolutions regarding presentation of Annual Audit Reports are as under:

- (i) Item No.1 dated 10.2.1999
- (ii) Item No.3 (xii) dated 23.3.2001
- (iii) Item No.3 (xxx) dated 8.8.2002
- (iv) Item No.11 (O-4) dated 31.10.2003
- (v) Item No.11 (O-2) dated 2.7.2004
- (vi) Item No.13 (O-1) dated 27.4.2005
- (vii) Item No.05 (O-6) dated 15.12.2005
- (viii) Item No. 08 (O-1) dated 15.11.2006
- (ix) Item No. 09 (O-3) dated 22.08.2007
- (x) Item No. 09(O-4) dated 20.08.2008
- (xi) Item No. 07(O-8) dated 18.02.2009
- (xii) Item No. 14(O-05) dated 24.02.2010
- (xiii) Item No. 16(O-01) dated 20.04.2011
- (xiv) Item No. 08(O-05) dated 28.02.2013
- (xv) Item No. 04(O-03) dated 07.10.2013

**11. Comments of the Law Department on the subject/project**

Not applicable, since the Draft Agenda Item is for presentation of Annual Audit Report on the accounts of the Council as part of statutory audit function envisaged in NDMC Act, 1994.

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

Not applicable.

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

Not applicable

**14. Recommendation**

The Annual Audit Report on the accounts of the Council for the year ended March 2012 may be presented to the Council.

**15. Draft Resolution**

“Information noted. The Council further decided that the reply (Action Taken Note) to the paras of the Annual Audit Report may be furnished by the Departments to the Chief Auditor within six weeks so that the Chief Auditor may place the same before the Standing Committee on Audit in NDMC along with his recommendations”.

**COUNCIL'S DECISION**

Information noted. The Council further decided that the reply (Action Taken Note) to the paras of the Annual Audit Report may be furnished by the Departments to the Chief Auditor within six weeks so that the Chief Auditor may place the same before the Standing Committee on Audit in NDMC along with his recommendations.

**ITEM NO. 12 (J-01)****Background note on NDMC Revised Scheme for Street Vendors – 2014.**

As directed by the Hon'ble Supreme Court, in the judgement dated 09.09.2013, a scheme has been framed by the department for the consideration of the Council. This scheme is as per 2009 Policy of the Central Government for squatters and streets vendors. Earlier on the directions of the Supreme Court, the NDMC had framed a scheme in November, 1989 which was approved by the Supreme Court. The Court had directed setting up of a Committee for the identification of the eligible persons out of the applicants and another Committee for allotment of spaces at the identified sites. The Committee's recommendations were accepted by the Supreme Court.

2. In 2006, the Supreme Court again directed the NDMC to modify its scheme as per National Policy on Street Vendors of 2004. This scheme was prepared by the Council in 2006 and was approved by the Hon'ble Supreme Court in May, 2007.

3. During the course of implementation of the revised scheme, the Council in its Resolution of 29.06.2011 approved an Agenda Item which provided as under :-

*"During the implementation of scheme as approved by the Supreme Court, it has been represented that legitimate interest of the squatters staying in NDMC area has not been properly attended to. It has been decided by the Vending Committee and approved by the Competent Authority, NDMC that in the allotment of sites under scheme and approved by the Supreme Court for which an extension is being sought from the Apex Court, preference will be given in the allotment of sites, to the persons who are residing in the NDMC area and have documents like Ration Card, Election Identity Card or any other documents or proof of staying in the NDMC area."*

4. In the scheme approved by the Council, applications were invited from the unauthorized squatters and more than 3700 applications were received, these are still pending allotment.

5. Out of these 3700 and odd applicants, 628 were approved by Supreme Court for allotment of sites by lottery. 386 persons have been allotted sites on the basis of draw of lots and remaining 242 are to be allotted spaces on the basis of lottery on identified sites. No action has been taken so far for the remaining 3000 odd applications.

6. New scheme as per directions of the Hon'ble Supreme Court has been framed, it mainly provides for the following :-

- (i) Specifying non-vending areas and vending areas ;
- (ii) Setting up of a Town Vending Committee;
- (iii) Functions of Town Vending Committee;
- (iv) Identification of Vending sites;
- (v) Conditions for identification of vending sites and spaces;
- (vi) Identification of weekly markets, haats and evening markets;
- (vii) Identification of Vendors and Hawkers;
- (viii) Registration of Vendors.
- (ix) Allotment of space at the vending sites to registered vendors;
- (x) Transfer on legal heir basis;
- (xi) Size of vending;
- (xii) Trades to be allowed;
- (xiii) Timings of vending;
- (xiv) Fee to be charged;
- (xv) Issue of Identity Cards;
- (xvi) Fines against the defiance by squatters and hawkers;
- (xvii) Shifting of unauthorized squatters from non-vending areas; and
- (xviii) Grievance Redressal Mechanism;

7. Out of the 3000 and odd applications to be processed preference in the allotment of spaces shall be given to those who are staying in the NDMC area and if the spaces are available, to the residents of New Delhi Parliamentary Constituency other than the NDMC area and if spaces are still available, application of persons staying outside New Delhi Parliamentary Constituency shall be consider

8. Where the demand for squatting is more than the space available at a site, it has been provided to reduce the size of spaces from 6'x4' to 4'x3' or to consider on time sharing basis to permit two squatters at a site one in the morning shift and other in the evening shift or to permit a site on rotational basis to accommodate 10 persons in a month so as to accommodate 3 squatters at a site which in great demand.

9. The scheme is being circulated (**See pages 214 - 222** ) to the members for deliberations in the meeting of the Council on 24<sup>th</sup> July, 2014.



**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**NDMC'S REVISED SCHEME FOR STREET VENDORS, 2014**

This Scheme is framed to implement the National Policy of Urban Street Vendors, 2009 in compliance of the directions of the Hon'ble Supreme Court of India vide judgment dated 9<sup>th</sup> September 2013.

**CLAUSE I - NAME AND COMMENCEMENT**

1. This Scheme shall be known as "NDMC's Revised Scheme for Street Vendors, 2014" and shall come into force from 1<sup>st</sup> August 2014 and shall remain operative till a Scheme under the Street Vendor's Act 2014 comes into force.
2. This Scheme is applicable only for Squatting in the open on Tehbazari basis for vocations and trade in non-licensable items.
3. This Scheme is to regulate Vending and Hawking on streets, footpath and other public places vested in the Council.

**CLAUSE II - DEFINITIONS**

2. In this Scheme –
  1. "**Existing Vendor or hawker**" means a vendor or hawker who have a tehbazari permission under Section 225 or a License under Section 330 of the New Delhi Municipal Council Act, 1994 (hereinafter referred to as "*the Act*").
  2. "**Other Vendors**" means a squatter or hawker who does not have a tehbazari permission or a hawking License under the Act.
  3. "**Registered Vendor**" means a vendor who has been registered under this Scheme.
  4. "**Town Vending Committee**" means a Committee setup by the Chairperson NDMC under Clause III to implement this Scheme.

5. **"Non-Vending and Vending areas"** means the areas specified in Clause IV of this Scheme.

**CLAUSE III – TOWN VENDING COMMITTEE**

3. There shall be a Town Vending Committee (hereinafter referred to as "TVC") constituted for implementation of this Scheme consisting of 20 members as follows :-
- (i) three officers of the Council and one nominee of the Delhi Police;
  - (ii) eight representatives from the Street Vendors, actually squatting, out of which, three shall be Women;
  - (iii) four members from market and traders association, out of which, one shall be a Woman;
  - (iv) four members from resident welfare associations, NGOs, professionals like lawyers, doctors etc., out of which, one shall be a Woman;
- 3.1. The TVC shall be presided over by the Secretary of the Council.
- 3.2. The office of the TVC shall be on the third floor of the Pragati Bhawan, NDMC Building, 1, Jai Singh Road, New Delhi.
- 3.3. The TVC shall function with the assistance of 3 Sub-Committees, formulated as under: -
- (i) Vending Sub-Committee (Site and Spaces)
  - (ii) Vending Sub-Committee (Health and Hygiene)
  - (iii) Vending Sub-Committee (Monitoring)

**CLAUSE IV – FUNCTIONS OF THE TOWN VENDING COMMITTEE**

4. The functions TVC shall *inter alia* shall include –
- (i) Identification of Vendors, their registration and allotment of spaces ;
  - (ii) Demarcation of non-vending and vending areas;
  - (iii) Identification of sites and spaces for vending and hawking;
  - (iv) Identification of temporary designation as vendor markets, weekly markets, evening markets and such other markets whose use at other times may be different (eg, public parks, parking lot etc.);
  - (v) Timings for vending, ensuing non-congestions of public spaces;
  - (vi) Public hygiene and cleanliness;
  - (vii) Ensure continuation and upgradation of weekly markets;
  - (viii) Quantitative norms i.e. where and how many to allow;
  - (ix) Qualitative guidelines: This shall include –
    - Provision for solid waste disposal.
    - Maintain cleanliness.
    - Provision for electricity
    - To permit protective cover to vendors for their ware as well as themselves from heat, rain, dust etc.
  - (x) Regulatory process;
  - (xi) Corrective mechanism against defiance by vendors;
  - (xii) Collection of revenues and monitoring mechanism;

**CLAUSE V – NON-VENDING AND VENDING AREAS**

5. **Non-Vending Areas**

In view of the fact that NDMC is a security sensitive area, no squatting, hawking, vending shall be permitted on the roads, footpath and areas specified hereunder: -

- (i) Areas covered by Lutyen's Bungalow Zone (LBZ) as specified in the Zonal Development Plan – Zone D;
- (ii) Areas in Rajiv Chowk and Indira Chowk;
- (iii) Areas around the Hon'ble Supreme Court of India, Hon'ble High Court of Delhi, Chanakyapuri Diplomatic area, High Commissions and Embassies;
- (iv) Areas near the Delhi Metro Railway Stations;
- (v) Any other areas declared to be security sensitive by concerned agencies.

Provided that, the existing vendors from these areas shall not be shifted unless becomes necessary.

Provided further that, if the TVC feels that this area is to be extended, it can do so after issuing a public notice.

#### 5.1. **Vending Areas**

The Vending areas shall be –

- (i) Markets, other than, Rajiv Chowk, Indira Chowk, underground Palika Bazar and verandas of the markets;
- (ii) Spaces near bus stops;
- (iii) Residential colonies, other than, in Non-Vending areas;
- (iv) Outside schools, hospitals, India Gate, C-hexagon and other public places, parks including those in the Non-Vending areas where regulated vending and hawking shall be permitted;

Provided that no squatting, vending, hawking shall be permitted outside Safdarjung Hospital as per orders of Hon'ble High Court, within 30 meters from the gates of other Hospitals and inside parks.

**IDENTIFICATION OF VENDING SITES**

**CLAUSE VI – QUANTITATIVE NORMS FOR IDENTIFICATION OF SITES AND SPACES  
FOR VENDING AND HAWKING**

6. The quantitative norms shall have reference to the Master Plan for Delhi 2021 (hereinafter referred to as "MPD 2021") which provides for informal sector in trade in the planned development of various zones. The norms shall be as under –

<b>S.NO.</b>	<b>AREAS</b>	<b>NORMS</b>
1.	Markets	3-4 units for 10 formal shops
2.	Government and Commercial offices	5-6units per 1000 employees
3.	Hospitals	3-4 units per 100 beds
4.	Bus terminal	1 unit per 2 bus-bays
5.	<u>Schools</u> (i) Primary  (ii) Secondary/Senior/integrated	3-4 units  5-6 units
6.	<u>Parks</u> (i) Regional/District  (ii) Neighborhood  (iii) Residential Colonies	8-10 units at each major entry 2-3 units on each entry. 1 unit per 100 population.
7.	Residential Colonies	As per their requirement.

**CLAUSE VII – CONDITIONS FOR IDENTIFICATION OF SITES AND SPACES**

7. While identifying the vending sites, the TVC shall –
- (i) indicate the norms that it has followed in identifying the sites, in particular, the width of the road, where such squatting/tehbazari is being permitted;
  - (ii) that at least 5-feet of footpath is available for the pedestrian;
  - (iii) that enough space is available in front of shops for the entry of customers;

- (iv) there is no traffic congestion;
- (v) availability of footpath for general public after accommodating squatters;

**CLAUSE VIII – IDENTIFICATION OF SITES AND SPACES**

8. The TVC shall identify sites and spaces for vending keeping in view the quantitative norms as per clause VI as under: -
- (i) Thareja Committee had identified about 116 sites on which more than 1200 spaces were identified. After deleting certain spaces, the remaining sites are as per ANNEXURE – I. The TVC shall identify further spaces on these sites;
  - (ii) List of markets in NDMC area is as per ANNEXURE – II. Spaces shall be identified by the TVC in these markets, other than markets in the Non-Vending area;
  - (iii) The TVC shall identify spaces near the gates of hospitals, being 30 mtrs. away from the gates of the hospital, school, place of worship, colony parks, bus stops, on either side of kiosks, stalls, taxi booths, DMS booth, Safal Vegetable booths, Kendriya Bhandars, Mother Dairy booths, inside and on the gates of residential colonies in consultation with RWA and near Government offices;
  - (iv) If the number of spaces at a site is more than 25 and number of applicants for the site are more than 25, the TVC shall have the following options –
    - (a) Reduce the size of the spaces from 6 x 4 feet to 4 x 3 feet, in order to accommodate more vendors;
    - (b) Time rotating –TVC may allow vending from 7:00 hours to 22:00 hours and accommodate 2 vendors at the same site in two shifts i.e. one from 7:00 hours to 14:00 hours and the other from 14:00 hours to 22:00 hours. The person in the first

shift may be there for the first fortnight and in the second fortnight in the second shift and vice-versa;

- (c) The space may be allocated on a rotational basis to accommodate three Vendors at one space for a period of 10 days in a month;

**CLAUSE IX – IDENTIFICATION OF WEEKLY MARKETS, HAATS AND EVENING MARKETS**

9. The TVC in consultation with the NDMC shall identify sites for evening markets and weekly markets as under--
- (i) All the markets on weekly holidays;
  - (ii) Radial roads, footpaths in one of the Blocks the inner circle of C.P. on holidays and from 19:30 hours to 23:00 hours on other days;
  - (iii) Hawking in the lawns of India Gate from 19:00 hours to 22:00 hours on weekdays and from 10:00 hours to 22:00 hours on weekends and holidays;
  - (iv) Near schools on holidays and after school hours;
  - (v) Near musical fountain in Netaji Nagar on both sides of the park;
  - (vi) On the road between Khanna Market and Lodhi Market;
  - (vii) In the parking behind Jeevan Bharati building on holidays;
  - (viii) On Baba Kharak Singh Marg on weekly holidays and near Hanuman Mandir on Tuesday & Saturday.

**IDENTIFICATION OF VENDORS AND HAWKERS**

**CLAUSE X – LIST OF VENDORS**

10. The TVC shall cause a list of Vendors to be drawn up. The list shall be as under –



List-1 list of existing Vendors;

List-2 list of 386 Vendors for whom draw of lots has been completed;

List-3 list of 242 vendors to whom spaces are to be allotted by draw of lots at the sites already identified;

List-4 list of Vendors who had applied for squatting in 2007, other than those covered in the list No.2 & 3 above as under –

- (a) Those who are residents of NDMC area;
- (b) Those who are residents of New Delhi Parliamentary Constituency, other than those residents of NDMC area;
- (c) Those who are residents of NCT of Delhi, other than the residents of New Delhi Parliamentary Constituency;

Provided that the TVC may invite further application from vendors and residents of New Delhi Parliamentary Constituency and these may be considered after allotting spaces at List-1 to 4.

**CLAUSE-XI                      REGISTRATION OF VENDORS:-**

11. The Town Vending Committee after Police verification shall get registered the squatters and hawkers of List-1, 2, 3, 4(a) and 4(b).

Before registering the squatters as above, the Town Vending Committee shall take an undertaking from the vendors that—

-- he will personally squat on the vending site and have no means of livelihood ;

- he is seeking registration for only one site for himself and his family;
- he will have no right to either sell or rent the site to any other person;

The Town Vending Committee shall take his financial standing into consideration and only needy should be considered for registration and allotment of tehbazari at vending sites. It should also be ensured that the applicant is a genuine squatter and is not an agent or employee of wholesalers from outside NDMC area or that of shopkeepers of the market.

**CLAUSE-XII**                    **ALLOTMENT OF SPACE AT VENDING SITES TO REGISTERED VENDORS :-**

12. The Town Vending Committee shall proceed to allot spaces as follows –
- (i) In 2007 more than 3700 persons applied for vending in NDMC area. Out of these about 600 applicants have approached either High Court or Supreme Court seeking orders on squatting in the NDMC area, as per site of their choice. Remaining 3000 and odd have not approached the Court. Either they are not at all squatting or are squatting at sites which are not sought after. Town Vending Committee shall first attended to these 3000 and odd applications and identify place at which they are squatting and if they can be accommodate at the place of their squatting, the said site, other than the sites in Sarojini Nagar, Babu Market, Jeevan Bharati Building, Palika Parking may be allotted so that bulk of the applicants get accommodated. While considering the allotment, the Town Vending Committee shall first examine the squatters from the NDMC area as per List-4(a) and than the vendors from the New Delhi Parliamentary Constituency as per List-4(b). Those who are outside the Parliamentary Constituency can wait.
  - (ii) After attending to the applications as above, the allotments may be made to the existing squatters at the places of their squatting.

- (iii) After allotting the spaces as above, allot the spaces to 386 persons at the site at which they were successful in the draw of lots. If they are not interested to shift to the site identified for them, they may wait for allotment with others.
- (iv) The 242 squatters may be allotted space on the basis of lottery at the places identified for them and allot the space for which they are successful in the draw of lots. If they are not interested to shift to the space as per draw of lots, they may wait allotment of space with others.
- (v) In respect of persons, out of 386 and 242 who do not opt to go to the spaces at which they were found successful, in the draw of lots and the persons who had applied in 2007 and have not been allotted spaces at (i) above, three preferences of the site identified in Clause-VIII may be taken and may be considered for allotment of sites by draw of lots at vacant spaces identified by the Town Vending Committee. If they are not successful in the draw of lots and are not interested to squat at the allotted sites, they may be considered for weekly markets and if they are not interested, their names may be deleted from the list of registered vendors.
- (vi) those who could not get allotment on fixed sites, may squat at sites in weekly markets on the basis of 'first come first serve basis'.

**CLAUSE-XIII                      TRANSFER ON LEGAL HEIR BASIS :-**

- 13. In the case of death of an allottee, the site shall be allotted to one of his legal representatives who shall actually carry on the business at the site. In case, there are more than one legal representatives, those already in employment shall be excluded. Thereafter, if the remaining legal representatives agree, allotment shall be made in favour of one or more of them jointly who shall actually carry on the squatting/vending activity at the site allotted. Such an allottee shall not permit any other person to carry on the business at the site allotted and shall in no event transfer the same to any other person.

While considering the allotment on legal heir basis, the observations in the National Policy of 2009 may be taken into consideration that squatting should be allowed for a period of 10 years and it may be extended to another 10 years but no more. The Town Vending Committee may disallow the claim on legal heir basis, if the existing tehbazari is of more than 20 years.

**CLAUSE XIV – SIZE OF VENDING**

14. The Vending shall be in the open in a space of 6 x 4 feet, for traders and 4'x3' for others except those covered by Clause-VIII above.

**CLAUSE XV – TRADES TO BE ALLOWED**

15. Only Non-Licensable trades shall be allowed, however packed eatable items and cooked food can be permitted at places where cleanliness and hygiene is maintained and free flow of traffic and movement of pedestrians is not obstructed. If the sale is not in conformity with the permission, the TVC may get removed, the items exposed for sale. The TVC may also cancel the registration of the squatters who do not confine to the allotted space or the trade for which vending has been permitted. Preference should be given to vegetable sellers, fruit vendors, flower sellers, sellers of books and magazines, cobbler, presswala, mixed merchandise and cold drinks.

**CLAUSE XVI – TIMINGS OF VENDING**

16. The TVC shall allow Vending from 7:00 hours to 22:00 hours in market areas and sunrise to sunset other areas. In residential colonies, as per suggestions of RWA's.

**CLAUSE XVII – FEE TO BE CHARGED**

17. The TVC shall charge and get the following fee collected –

- (i) Registration Fee - Registration charges shall be Rs. 100/- for woman, physically challenged and senior citizens and Rs. 300/- for others;
- (ii) Tehbazari Fee –
- (a) Tehbazari charges would be Rs. 300/- per month in areas other than market places.
- (b) In market places - Sarojini Nagar, Babu Market, Jeevan Bharti building for trade of readymade garments Rs. 100/- per sq. ft. p.m. and for others Rs. 50/- per sq. ft. p.m.
- (c) A rebate of 25% shall be allowed for woman, physically challenged and senior citizens.
- (d) Weekly markets, and for hawking Rs.100/- per month.

#### **CLAUSE XVIII - ISSUE OF IDENTITY CARDS**

After the registration has been completed and space allotted, the NDMC would issue a Identity Cards with vendor number, vendor's name, category of vendor. The card shall be issued through Town Vending Committee and will have the following details—

- Vendor's Code No.
- Name, address and photo of vendor.
- Name of anyone nominee from the family and/or a family helper.
- Nature of business.
- Category of squatter.

#### **CLAUSE-XIX FINES AGAINST THE DEFIANCE BY SQUATTER AND HAWKERS**

:-

The Vending Committee shall have power to recommend imposition of fines on defaulting vendors and in case of continuous defaults or defiance in following the directions from the Town Vending Committee or payment of fee, the Town Vending Committee shall cancel the registration of the vendors and get him removed from the site.

**CLAUSE XX-                    SHIFTING OF UNAUTHORIZED SQUATTERS FROM NON-VENDING AREAS.**

The Town Vending Committee shall supply a list of existing squatters in the non-vending areas. All other squatters shall be removed by the Delhi Police from the non-vending areas.

**CLAUSE XXI        -        GRIEVANCE REDRESSAL MECHANISM**

If any squatters is not satisfied with the allotment of space by the Town Vending Committee, pending legislation under the Urban Streets Vendors Act of 2014, he may make a representation to the Chairperson, NDMC for Redressal of his Grievance.

=====

**ITEM NO. 13 (C-08)**

**1. Name of the subject/Project**

Annual Administrative Report for the year 2013-14.

**2. Name of the department/departments concerned**

**Co-ordination Department**

**3. Brief history of the subject/project:**

As per Section 410 of NDMC Act, 1994 a detailed report of the Municipal Govt. of New Delhi is required to be sent to the Central Government :

**“Annual Administration Report”-**

**(1) As soon as may be after the first day of April in every year and not later than such date as may be fixed by the Central Government in this behalf, the Council shall submit to that Government a detailed report of the Municipal Government of New Delhi during the preceding year in such form as that Government may direct.**

**(2) The Chairperson shall prepare such report and the Council shall consider it and forward the same to the Central Government with its resolution thereon, if any.**

As the Central Govt. has not prescribed any format for the AAR, or the content, the Annual Administrative Report used to be sent in the form of a letter alongwith inputs provided by the different departments without any formatting. Since 2007-08, the report is compiled in the format approved by the Chairman, NDMC.

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

The Annual Administrative Report for 2013-14 **(already circulated to the Members)** has been prepared keeping in view the specific requirements of Section 410 of the NDMC Act. The proposed report contains the achievements of 2013-14 and projections for 2014-15 alongwith photographs of important projects/events. The report contains XXXI chapters and is of 133 pages.

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

Nil

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

Not Applicable.

- 7. Comments of the Finance Department on the subject with diary no. & date:**  
Finance Department is of the view that the Draft Agendum, as prepared by the Department appears to be in order. (Dairy No.1227/Finance/R.Secy. Dated 18.06.2014).
  
- 8. Comments of the department on comments of Finance Department**  
Not Applicable.
  
- 9. Final views of the Finance Department (if any).**  
Not Applicable.
  
- 10. Legal implications of the subject/project**  
Not Applicable.
  
- 11. Detail of previous Council Resolutions, existing law of Parliament and Assembly on the subject:**  
Annual Administrative Report of NDMC for the preceding year i.e. 2012-13 was approved by the Council vide Reso. No.08 (T-01) dated 23.07.2013.
  
- 12. Comments of the Law department on the subject/project**  
This is a statutory requirement.
  
- 13. Comments of the Department on the comments of Law Department**  
Not Applicable.
  
- 14. Final views of the Law Department (if any).**  
Not Applicable.
  
- 15. Certification by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case**  
Not Applicable.
  
- 16. Recommendation:**  
As per the requirement of Section 410(2) of the Act, the said report is placed for consideration of the Council and approval for forwarding the same to the Central Govt.



**17. Draft Resolution**

Resolved by the Council that the Annual Administrative Report for the year 2013-14 is approved and the same may be forwarded to the Central Govt.

**COUNCIL'S DECISION**

Resolved by the Council that the Annual Administrative Report for the year 2013-14 is approved and the same may be forwarded to the Central Govt.

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

**ITEM NO. 14 (A-06)**

**1. Name of the Subject /Project :-**

Sub: - PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath).

**2. Name of the Department : -**

Civil Engineering Department, EE(RIP)

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

During year 2005-2006, RFP invited for the subject work. All these toilets under the subject work to be renovated and run free of charge for the user's. The work was awarded to M/s. Hythro Power Corporation Limited (now M/s Supreme Advertising Pvt. Ltd.) on 13.03.2006 by Dir. (Proj.) on approval of council for concession period of Seven years from date of commencement of work on minimum concession fee of `98,823/- per month and increased annually by 5% on the previous year concession fees or 9.71% of receipts from advertisements whichever is more. As per agreement clause, the renovation of toilets to be completed within Six month and period to be termed as implementation period. During progress of work, the some location were shifted due to intervention of the residents, RWA etc., Date of commencement and commercial operation date (COD) were determined as 22.05.2006 & 31.03.2009 respectively. According to date of commencement, the completion date of project concession ends on 21.05.2013. Both the dates so fixed were communicated to concessionaire by MOH vide letter no. D/520/CMO/Proj./2013, dated: 18.02.2013. The additional 15 PTU's sites were handed over during January 2010 to September 2010, under the agreement and no additional concession period was stated to the concessionaire. The extension of concession period by Five years is permissible under the provision of agreement. The extension was granted upto 31.03.2014 in first instance by the competent authority and communicated by MOH vide letter no. D/645/CMO(Proj.)/2013 dated: 28.05.2013 to the concessionaire and an undertaking in regard to double the concession fees during the extended term was sought from the concessionaire. Concessionaire submitted, the required undertaking to pay the double the concession fees during extended period and also raised some objection regarding extension period upto 31.03.2014. The concessionaire represented to

the NDMC regarding concession period and extension of concession period under Clause 2.3 of agreement as well as Clause 2.9 (b) as under:-

- 3.1. The physical possession of sites was not given on time and the renovation work was delayed. So, the concession period shall be reckoned from the six months prior to COD finalized (as 31.03.2009) by the NDMC i.e. from 30.09.2008 and concession period of Seven years shall expire on 29.09.2015.
- 3.2. During operations, some sites were demolished or blocked due to DMRC work & encroached by illegal vendors etc. for which the concession period be extended appropriately to compensate the revenue loss suffered as per Clause 2.9 (b) of agreement.
- 3.3. The extension of Five years be granted as per provisions of Clause 2.3 of agreement thereafter.

The matter was discussed in the meeting of officers in the chamber of Chairman NDMC and it was decided to add the PTU's (108 Nos.) in new RFP already invited by Dir.(Proj.). Against the inclusion of the PTU's in new RFP of Project Deptt., M/s Supreme Advertising Pvt. Ltd. (the concessionaire) filed an appeal in the Hon'ble High Court of Delhi which was listed on 29.01.2014.

The Hon'ble High Court ordered as under:-

**I.A No. 1848/2014 (Exemption)**

*"Exemption allowed, subject to all just exceptions. The application stands disposed of."*

**O.M.P.120/2014**

*After some arguments, learned senior counsel for the petitioner, on instruction, submits that the only aspect being pressed by the petitioner in this petition is with regard to the tenure of the extension of five years. The petitioner does not press the submission that the commencement date should be reckoned from 30.09.2008, or any other date, other than 18.05.2006.*

*He submits that under Article 2.3 of the contract, the concession is "extendable by five years on mutually agreed terms and conditions". He, therefore, submits that the tenure of extension could not have been unilaterally reduced upto 31.03.2014 "in first instance".*

*Limited to the aforesaid aspect, issue notice. Learned counsel for the respondent accepts notice. Reply, if any, be filed within four weeks. Rejoinder before the next date. List on 20.03.2014.*

***In the meantime, no Award letter shall be issued, or concession agreement entered into by the respondent with any third party, in respect of the sites in question.***

A sub committee was constituted by competent authority to finalize the terms & conditions for extended period.

The matter was again heard in the Hon'ble High Court of Delhi on 27.03.2014 and an Arbitrator Mr. Justice M. A. Khan (Retd.) has been appointed by the Hon'ble Court to decide the issue mentioned in the para 14 & para 16 of the judgment as below:

**Para 14:-** *" The parties have agreed that since the only issue to be considered by the arbitral tribunal is the interpretation of the Concession Agreement and in particular Article 2.3 thereof, they shall only file their pleading and documents and there would be no requirement of leading an evidence in the matter."*

**Para 16:-** *"Accordingly, I appoint Mr. Justice M. A. Khan, Retd. Judge, Delhi High Court as the sole arbitrator to adjudicate the aforesaid dispute between the parties. The learned arbitrator shall be paid a fee of ` 4 Lacs apart from all other out of pocket expenses to be shared equally by the parties in the first instance. The parties shall appear before the learned arbitrator on 04.04.2014 at 4:30 p.m. It is hoped that the learned arbitrator shall render his award at the earliest, and preferably with the next four months."*

The recommendation of sub committee was submitted to the competent authority with remarked that *"on the limited issue of extension of concession period we may take the opinion of the NDMC Senior Counsel before going for the arbitration. If the NDMC Counsel is of the view that five years extension is to be granted to the concessionaire, unnecessary arbitration can be avoided and Council can be informed accordingly"*.

Competent authority had designated Sh. Sandeep Aggarwal, Sr. Counsel for the advise in the case. The opinion of Sh. Sandeep Aggarwal, Sr. Counsel dated: 21.04.2014 is as *"thus, keeping in mind the facts of the case, it is advisable that the queriest reach an amicable settlement and get the issue resolved and save the cost of arbitration and the expense of another tender"* The comments of Law Department on the opinion of Sr. Council was taken as, the matter may be placed before the authorities for further decision.

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

To grant extension of Five years to concessionaire for the work "PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath)" under Clause 2.3 of agreement dated: 18.04.2006 with concessionaire from

22.05.2013 to 21.05.2018. The concession period of Seven years was expired on 21.05.2013 and the extension upto 31.03.2014 in first instance was already granted on double the concession fees of the already paying fees as on 21.05.2013. Sub Committee also recommended at Page 327/N, that the concession fee for extended period of Five years shall be as minimum concession fees `2,74,316/- per month and increased annually by 10% on the previous year concession fee or 19.42% of revenue earned on advertisement whichever is more with approved terms and conditions.

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

**The project is revenue earning project on PPP basis.**

Minimum concession fees received @ `2,74,316/- P.M. or 19.42% of advertisement revenue earned whichever is more. The minimum concession fees will be increased by 10% annually on the previous year concession fees.

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

Date of Start of extended concession period	:	22.05.2013
Date of Completion of extended concession period	:	21.05.2018

**7. Comments of Finance Department on the subject.**

Comments of Finance Department vide Dy. no. 520/Finance/R-MOH dated 08.04.2013 are as under :-

*The Department has proposed on page 264/N for extension of contract/concession period for 5 years from 21.5.2013 on mutually agreed terms and conditions in terms of Clause 2.3 of the existing contract. Considering the fact that the process for fresh concession*

*contract has not been started by the Department even though the existing contract is going to expire in about a month (on 21.05.2013), any extension of contract in terms of existing contract clause should be based on following points:-*

- (a) Whether the Department is in a position to run/maintain the toilet blocks departmentally, in case the extension is not allowed after the expiry of existing contract on 21.5.2013 and till the time new tender/RFP process is completed.*
- (b) Whether the concessionaire is willing to accept the terms and conditions for the extended period of contract of 5 years beyond 21.5.2013, including the revenue clause.*

*As the toilet blocks are meant for public convenience and their non-maintenance/ill maintenance cannot be afforded, Finance Department has no objection if a decision is taken keeping in view these two points.*

(F.A. has observed.)

**8. Comments of the department on comments of finance department.**

- (a) That Public toilets cannot be maintained departmentally.
- (b) The concession fees was doubled for extended period and undertaking was received from the concessionaire in acceptance to the enhanced concession fees.

**9. Final view of the Finance Department.**

--NA--

**10. Legal implications of the subject / project**

The matter regarding extension of concession period by Five years under Clause 2.3 of agreement is referred to Arbitrator tribunal under Mr. Justice M A Khan (Retd.) by the Hon'ble High Court vide order dated 27.03.2014 on the petition of concessionaire, on fees of `4 Lacs apart from all other out of pocket expenses to be equally shared by both the parties in the first instant.

**11. Details of previous Council resolution / existing law of parliament and assembly on the subject.**

Agenda placed before the Council Vide Item No. 02(A-03) dt. 20.06.2014 was discussed and deferred. **A Brief note for discussion as per direction in Council Meeting held on 20.06.2014 is enclosed herewith (See pages 232 - 238)**

**12. Comments of Law Department on the subject.**

The case file has been also seen in the law department On the opinion of the special counsel and law officer in his note vide diary No. FR-185/LD/14 dt. 30.04.2014 on P-334/N reproduced as under:-

1. *In this case, on the recommendations of the Secretary, the contract was extended by the Chairperson up to 31<sup>st</sup> March, 2014. The Chief Engineer (C-I) in note dated 03.04.2014 has suggested extended and to have the opinion of the Sr. Counsel before going for arbitration. He further observed that if NDMC Counsel is of the view that five year extension is to be granted to concessionaire, unnecessary arbitration can be avoided and Council can be informed accordingly.*
2. *The Arbitration Counsel in his opinion dated NIL has concluded his opinion as under:-*



*“Thus, keeping in mind the facts of the case, it is advisable that the queriest reach an amicable settlement and get the issue resolved and save the cost of arbitration and the expense of another tender.”*

3. *The Spl. Counsel has gone with the recommendations of the Chief Engineer (C-I). The matter may be placed before the authorities for further decision on the issue.*
4. *The Chief Engineer had also suggested that the matter may be pleased before the Council and as such if considered necessary, the matter may be please before the Council.*

This issues with the prior approval of L.A.

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

--NA--

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

All codal formalities & guidelines of CVC will be followed.

**15. Recommendations.**

The initial concession period of seven year was expired on 21.05.2013 and it is recommended to grant extension of concession period by Five years i.e. from 22.05.2013 to 21.05.2018 for the work “PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath)” to M/s Supreme Advertising Pvt. Ltd. (Formerly known as M/s. Hythro Power Corporation Limited) under Clause 2.3 of agreement dated: 18.04.2006, with minimum concession fees `2,74,316/- per month and increased annually by 10% on the previous year concession fee or 19.42% of revenue earned on advertisement whichever is more with approved terms and conditions finalized by the Sub Committee.

**16. Draft Council Decision:-**

Resolved by the council to grant extension of concession period by Five years i.e. from 22.05.2013 to 21.05.2018 for the work "PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath)" to M/s Supreme Advertising Pvt. Ltd. (Formerly known as M/s. Hythro Power Corporation Limited) under Clause 2.3 of agreement dated: 18.04.2006 with minimum concession fees `2,74,316/- per month and increased annually by 10% on the previous year concession fee or 19.42% of revenue earned on advertisement whichever is more with approved terms and conditions finalized by the Sub Committee.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**Brief note for discussion as per direction in Council's Meeting held on 20.06.2014**

**Sub :-** PPP Project for Repair/Renovation, Operation and Maintenance of 94 PTUs in NDMC area (South of Rajpath).

**Agency :-** M/s. Supreme Advertising Pvt. Ltd.  
(Formerly Known as M/s Hythro Power Corporation Limited)

1. The concessionaire enters in to agreement with NDMC on 18.04.2006.
2. The sites were handed over to concessionaire on 08.06.2006.
3. The concession period start from the commencement date i.e. 22.05.2006 including construction/ implementation period of Six months.

The concession period is Seven years and extendable by Five years on mutually agreed term & conditions as per agreement.

Commercial Date of Operation (COD) was fixed as 31.03.2009.

4. The provisional/ Completion certificate issued by Independent Engineer in phases as under:-

a.	10 Nos. PTUs	December 2006
b.	17 Nos. PTUs	April 2007
c.	30 Nos. PTUs	July 2007
d.	12 Nos. PTUs	January 2008
e.	24 Nos. PTUs	December 2008
f.	15 Nos. PTUs	September 2010

5. The location of PTU's was shifted due to objection from RWA, Mkt. Association etc. as well as on the site requirement & other issues cause delay in implementation.
6. The 15 PTU's (additional) were given in 2010 during Common Wealth Games to the concessionaire under relevant Clause 2.5(a) of agreement.
7. Delay in implementation/construction of all PTU's is tabulated (**Annexure 'A', see pages 234 - 238** ). The compensation is come out to one year & four months (16 Months).

8. Concession period of Seven years was considered to be ended on 21.05.2013. On expiry of concession period, the period was extended upto 31.03.2014 in first instance with double the concession fees as below:-

*"The concessionaire had been paying minimum concession fee of ` 2,74,316/- per month since June 2013 or 19.42% of Advertisement revenue whichever is more quarterly."*

9. The performance of the concessionaire is satisfactory and he is paying the concession fee as per the provision as below:-

*"The concession fees during the initial concession period of seven years was `98,823/- per month or 9.71% of the revenue earn by the concessionaire whichever is more."*

10. The concessionaire is demanding Seven years concession period from 30.09.2009 (COD) and had given various representation for the compensation on account of delay / hindrances in execution.

11. The concessionaire requested to revoke the arbitration Clause 19.0 to resolve the disputes as well as move to court simultaneously vide petition which was heard on 29.01.2014 and the following order was passed by Hon'ble High Court of Delhi.

**ORDER**

**29.01.2014**

**I.A No. 1848/2014 (Exemption)**

Exemption allowed, subject to all just exceptions. The application stands disposed of.

He submits that under Article 2.3 of the contract, the concession is "*extendable by five years on mutually agreed terms and conditions*". He, therefore, submits that the tenure of extension could not have been unilaterally reduced upto 31.03.2014 "*in first instance*".

The matter was again heard in the Hon'ble court on 27.03.2014 and an Arbitrator Mr. justice M.A. Khan (Retd.) had been appointed by the Hon'ble court to decide the issue by the arbitral tribunal is the interpretation of Concession Agreement and in particular Article 2.3 thereof. The learned arbitrator shall be paid a fee of ` 4.00 Lakh apart from all other expenses to be shared equally by both the parties. The next date of hearing with the arbitrator is 28.08.2014.

12. In the previous quarter a sum of ` 13,54,846/- as concession fee is received by NDMC and the concessionaire has paid ` 62,97,083/- from June 2013 to till date.
13. 108 PTU's are maintained by concessionaire and about 60% have the Advertisement Potential only. The remaining PTU's are inside the Markets, near Dhobi Ghat, Lanes & J. J. Clusters which require heavy operation and maintenance cost.
14. Saving on account of operation and **maintenance for 108 PTU's is costing to ` 39,75,480/- per month as per** prevailing norms. The total benefit to NDMC **as on today is revenue received and expenditure saved i.e. ` 42,61,808/- per month** excluding Water, Electricity charges & Civil/Electrical maintenance.

x-----x

annexure

234 – 238









Annexure ends

**ITEM NO. 15 (L-04)****1. Name of the Subject**

Operation and maintenance of Five Star Hotel Premises at 1, Man Singh Road, after the expiry of the extended period on 31<sup>st</sup> July 2014.

**2. Name of the Department :-**

Estate-I Department.

**3. Brief History of the Subject :-**

The matter was placed before the Council in its meetings held on 21.3.2014 vide Reso. No. 04 (L-09). A copy of the Agenda Item alongwith Council's Resolution is annexed at **Annexure-I (see pages 240 - 246)**. The Council had resolved as under :-

*" Council resolved that, at this moment, four months extension w.e.f. 1.4.2014 is granted. Thereafter decision will be taken in due course."*

The instructions in this regard have not been received even after the correspondence resting with D.O. letter dated 14.2.2014 issued to Joint Secretary, Ministry of Home Affairs **Annexure-II (see pages 247 - 248)** followed by its reminder dated 3.7.2014 (**Annexure-III (See page 249)**) to help the NDMC to finalize and implement the decision on Hotel building at 1, Man Singh Road which is pending for a long time.

The instructions of the M.H.A. are still awaited and as such further instructions of the Council are sought in the matter.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval for a further extension of six months to the Five Star Hotel Premises at 1, Man Singh Road, New Delhi. w.e.f. 01.8.2014. Further resolved by the Council that the matter may be taken up with the Ministry of Home Affairs, Govt. of India, conveying that either a decision on the issue is taken and intimated to the Council urgently or the Council may be authorized to take a final call on the matter.

ANEXURE 240- 249



















ANEC SXURE END

**ITEM NO. 16 (H-06)****DEPARTMENT : PERSONNEL DEPTT. (HEALTH ESTABLISHMENT UNIT-II)****INFORMATION FOR COUNCIL**

The Council in its meeting held on 20.06.2014 vide Resolution No. 10 (H-02) took some decisions regarding terms and condition of service of the contractual Medical Officer and Specialists.

As per the Recommendation in the Para 14 (III), a Committee consisting of Director (P), Medical Officer of Health, Director (MS) and Director (CPH) was constituted to scrutinize the cases of all contractual Medical Officers/Non-Teaching Specialists regarding their Educational Qualification etc. with reference to the RRs for the post before giving them the benefits proposed at Para I.

The matter regarding constitution of Committee was reviewed by the Chairman and it was felt that the Committee's constitution is involving more upon Medical scrutiny while it is essentially a personnel issue. It has therefore, been decided to constitute the Committee with lesser and more focused persons relevant to the issue, i.e. Director (P), Director (GA) and Director (CPH) as members.

The Council is accordingly requested to approve the modified constitution of the Committee.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.





**ITEM NO. 17 (C-09)**

**CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 200 LACS.**

Section 143 (d) of NDMC Act, 1994 provides that every contract involving an expenditure of Rs.1 lac but not exceeding Rs.200 lacs under clause 143 (c) shall be reported to the Council. In pursuance of these provisions, a list of contracts entered/executed upto June, 2014, have been prepared.

A list of the contracts, entered into for the various schemes, is accordingly laid before the Council for information. **(See pages 252 - 257).**

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

Annexure 252 – 257









Annexure ends

**ITEM NO. 18 (C-10)**

**ACTION TAKEN REPORT ON THE STATUS OF ONGOING SCHEMES/WORKS APPROVED BY THE COUNCIL.**

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

The said report on the status of the ongoing schemes/works upto May, 2014, had already been included in the Agenda for the Council Meeting held on 20.06.2014.

A report on the status of execution of the ongoing schemes/works awarded upto June, 2014, is placed before the Council for information. **(See pages 259 - 280 )**.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.



**Annexure 259 – 280**













































Annexure ends

**ITEM NO. 19 (H-07)****1. Name of the subject/project.**

Grant of pay & allowances to all remaining categories appointed on contract basis on the analogy of pay & allowances granted to Medical Officers/Non- Teaching Specialists on contract basis.

**2. Name of the Department.**

Personnel Department

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

The Personnel Department has been engaging the various categories of employees on contractual basis in NDMC. In NDMC, the contractual employees were being engaged on contract basis as per functional requirement to overcome the shortage of staff in various department/branches.

NDMC has adopted the Resolution No. 10(H-02) dated 20.06.2014 vide which all the contractual Medical officers and Specialists of different systems of medicine were allowed the minimum of the pay scale attached to the post and benefits of NPA, Dearness Pay, Dearness allowances, CCA, Transport Allowances, Conveyance Allowances, PG Allowances (Medical Officers), Contingency Allowances and house Rent Allowances etc w.e.f. 19.12.2007. **(Annexure –‘A’ See pages 285 - 291 )**

This decision has been taken on the basis of the Govt. of NCT of Delhi vide order No. 8/11/2001/HW dated 25.07.2001 and further circular No. 70/38/2005-11&FW/7030 dated 15.10.2009 and NDMC vide Resolution No. (H-15) dated 19.12.2007 and present Resolution no. (H-13) inter alia granting the same scale of pay allowances, DA, increment, medical facilities and also other benefits of services conditions to Medical officers/Specialists appointed on contract basis as are applicable to other medical officers regularly appointed.

The contractual employees appointed in different categories had been making representations time and again for granting the same benefits, which are granted to

regular employees of different categories in NDMC. The representationists have placed the reliance on the findings of the CAT PB on OA incorporated vide para 15 of the decision directing the respondent to grant the applicant salary and other benefits as given to other contractual employees under the Govt. of NCT of Delhi. They shall also be granted other benefits like Earned leave (Medical leave and Paternity Leave), Health Card facility, Transport Allowances, HRA, Bonus, LTC, Child Care Leave, etc.. However, arrears arising out of the aforesaid direction shall be given to them from 14.07.2011 i.e. the date of filing the present O.A.

The aforesaid judgment of the CAT was delivered in-rem. Therefore, keeping in view of the decisional law laid down by the Apex Court In the matter of Amrit Lal Berry v/s Collector of Central Excise &Ors. – AIR 1975 SC/538.

“We may, however, observe that when a citizen aggrieved by the action of Govt. Department has approached the Court and obtained a declaration of Law in his favor, others in like circumstances should be able to rely on the sense of responsibility of the department concerned and to accept that they will be given benefit of this declaration without the need to take their grievances to the Court” **(Abstract of judgment as Annexure ‘B’ See pages 292 - 293)**

Further, it was accepted by the Council while approving the aforesaid resolution No. 10 (H-03) that “there is possibility of receiving of similar demands from the other categories of contractual employees of NDMC and if similar demands of other categories of contractual employees are received, the same will be examined separately on merits.

Not only this, after conclusion of the formal agenda item, Mrs.Meenakshi Lekhi, Presiding Officer, while laying out the road map for various development works to be expedited and discernible progress to be shown in 45 days, mentioned that NDMC should evolve a General Amnesty Scheme for regularization of all non-regular employees including Engineers and Technical staff, as a one-time measure.

While this process may take considerable time, as an immediate measure, we may at least consider granting the benefits of pay and allowances and other benefits to all the remaining categories appointed on contract basis on the analogy of similar benefits granted to Medical Officers/Non-Teaching Specialists appointed on contract basis



on the principle of "Equal Pay for Equal Work" and also on the analogy to the cases referred to above.

Financial implications involved will be met out from the budget allocation of concerned department under the salary head and if necessity arises, the fund will be get re-appropriated by allotting the additional funds out of savings under the other heads.

All the other categories working on contractual basis are rendering their services in various departments/branches equivalent to the regular employee but they have the uncertainty regarding further renewal of their contract which not only affects their efficiency/concentration/devotion to their work but is also not conducive to overall management of valuable human resources. In the present circumstances, they cannot be made regular or permanent in NDMC, therefore in order to manage the volume of work and various departments/branches it would be better if the contract is given for a long term in the services instead of short terms contract for a period of six months or one year with multiple renewals or till the post are filled on regular basis. This measure is being suggested in view of the persistence genuine demand of contractual employees to mitigate the monetary loss caused to them and to ensure that the request of personnel in various department is fulfilled without any break and disruptions.

The matter has been examined in detail and it has been found that there are approximately 892 officials working in 38 categories/posts. This does not include approximately 59 Doctors/Specialists who have already been granted similar benefits. **The Chairman has also agreed "In principle" to consider the genuine demand of the contractual employees after the case of GDMOs/Specialists is considered by the Council.**

#### **4. Financial implications of the proposed project/subject.**

All the Contractual employees of various Departments and branches will be given Annual Increment, Leave encashment, Medical Facility etc. in addition to the benefits being already provided to them. This will entail financial implication, which will be met from out of the budget of Personnel Department by re-appropriation or by allotting additional funds.

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

Immediately after approval of the Council.

**6. Comments of the Finance Department on the subject:**

In view of "in principle" approval of Chairperson, the department may place the Draft Agenda for consideration and decision of the Council.

**7. Legal implications of the subject:-**

NIL

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

The Council vide its resolution No. 10 (H-02) dated 20.06.2014 has decided to allow to all the contractual Medical Officers and Specialists of different systems of medicine the minimum of the pay-scale attached to the post and benefits of NPA, Dearness Pay, Dearness allowances, CCA, Transport Allowances, Conveyance Allowances, PG Allowances (Medical Officers), contingency Allowances and House Rent Allowances.

**9. Comments of the law Department on the subject:-**

Extending the benefit of Pay & Allowances to the remaining Categories of contractual employees on the same analogy as has been given to the Contractual Doctors and Medical Officer, is an administrative matter. An Administrative decision may be taken. No legal issue is involved at this stage.

**10. Comments of the Department on the comments of the law Department.**

No.

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

Till date there are no specific guidelines of the Central vigilance commission in this case.

**12. Recommendation:-**

It is recommended that all the remaining categories of employees on contract basis may be granted:-

- a) The pay & allowances on the analogy of Pay & allowances granted to the medical officers appointed on contract basis if they fulfill the conditions prescribed in the RRs of the relevant posts on which they are appointed on contract basis.
- b) The term of contract employees may also be extended to five years or till their regularization or attaining the age of 60 years whichever is earlier on the analogy of contractual medical officers subject to the condition that they have been appointed against sanctioned posts. In case of other contractual employees, the term of contract will remain six month or one year, as decided by the Competent Authority from time to time. For such employees, the respective HOD will initiate the process of getting permanent post sanctioned as per their functional requirements.
- c) A Committee consisting of Director (P), Joint Director (CGIT), A.O. (Establishment) and Law Officer will scrutinize the cases of all the contractual employees regarding their education qualification etc with reference to the recruitment rules of the relevant course before giving them the benefits proposed at Para-1 above.
- d) Above proposal may be made subject to the condition that the above benefits will not confer on them any right or claim whatsoever for regular appointment, Seniority, Promotion, etc in NDMC. In order to provide benefit of the inter se seniority as per their services in NDMC to different categories of NDMC employees in their respective cadre, for granting benefits and to avoid the chances of any anomaly, they may be allowed the benefits of pay fixation on notional basis from the date of their appointment on contractual basis. No arrears of pay and allowances will, however, be payable.

#### **COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

Annexure 285 – 293

















Annexure ends

**ITEM NO. 20 (L-05)****1 Name of the Subject:**

**Streamlining the Policy of transfer cases in Estate-I Department.**

**2 Name of the Department:**

Estate Department -I

**3. Brief History:**

The Estate-I Deptt. deals with the management of public premises which are given on monthly / annual licence fee basis for a specific period in accordance with the policies and guidelines laid down by the Council through various resolutions time to time.

The comprehensive Estate Policy was earlier framed vide Reso. No.6 dated 18.3.1999 **(Annexure I See pages 300 - 307 )** which was subsequently amended through various resolutions. This Estate Policy allows renewals of licence for subsequent period and also recommends the transfer cases on the basis of partnership, dissolution, etc. subject to enhancement of licence fee by 30% besides completion of other required formalities. Hence number of cases were dealt with accordingly and finalised.

But after the delivery of judgment in the Gole Market cases in March 2012 by the Hon'ble High Court of Delhi which was upheld by the Division Bench of High Court and thereafter by the Hon'ble Supreme Court of India too, no case on partnership was further regularised. This has increased the pendency of such transfer cases in the department.

The Council vide its Reso. No.05 (L-08) dated 06.02.2014 (**Anneuxre II See pages 308 - 313**) has taken a decision to form a sub-committee about transfer cases who will submit their recommendation to the Chairman. But the matter was further reviewed. The Law Deptt. also opined in one of such case recently seeking advance permission of the Council to enter into the partnership. It was then decided for prospective cases;

- (a) To amend Clause No.9 of the Licence Deed making amendment that without the prior permission in writing of the licensor (NDMC), no other person / partner / licensee transfer, etc. can be allowed to use the shop or part thereof and in default thereof shall be liable or ejection.
- (b) The premises has a valid term of licence when such permission is sought.
- (c) Such a request is permissible under the transfer policy of 18.3.1999 and the interpretation given by the Hon'ble High Court and the request can be accepted by the NDMC by increasing the licence fee by 30%.
- (d) All similar cases can be attended to on the above lines which will reduce litigation and enhance NDMC's revenue.

#### **4. Detailed proposal on the Subject:**

To streamline the existing policy of transfer particularly in the past cases in which requests have been pending with the department but no action has been taken for want of policy decision, it is proposed as under;

- a. For prospective cases of transfer - Prior permission of the NDMC is made mandatory in terms of the modified Clause No.9 of the Licence Deed before entering into partnership or to allow any person to use the shop in any manner during the valid term of licence subject to enhancement of the existing licence fee by 50%. In default of such prior permission, the licensee/occupant shall be

liable for eviction and ejection being unauthorised occupant besides forfeiture of the security deposit and damage charges.

- b. For pending past cases of transfer- Show cause notices may be issued to both the licensee / occupant and incoming partner on account of violation of Clause No.9 of the Licence Deed if they entered into partnership during the valid term of licence. If they now seek the permission of the NDMC at this belated stage, such transfer cases may be regularised after forfeiting the earlier security deposit by the licensee and subject to enhancement of the existing licence fee by 50% and completion of other required formalities like deposit of fresh security deposit, etc.
- c. For pending cases of transfer - If the partnership is entered after the expiry of the term of the licence deed, the transfer will not be considered at all. Such transfer which have taken place after the term expiry, are held illegal by the court. A decision on such cases will be taken separately taking into consideration all the legal aspects.
- d. It is also recommended that the following sub-paras in Para 3 in the Estate Policy/guidelines passed vide Reso. No. 6 dt. 18.3.1999 and para 14 of Reso. No. 9 (L-1) dt. 30.9.2004 (**Annexure III See pages 314 - 320**) are proposed to be amended as under :
  - i. Transfers are freely allowed (except in case of reserve category) in the above manner only.
  - ii. On date of entry/deletion of partnership 50% enhancement in existing licence fee with subsequent enhancement as per policy applicable.
  - iii. For rehabilitation market, the enhancement on account of subletting will remain same as mentioned in Reso. No. 6 dt. 18.3.1999.

- iv. After the death of the deceased licensee, the licence of the shop can be allowed to transfer on legal heir basis within the blood relations without any enhancement in the licence fee.
  - v. Transfers in the cases of other than blood relation can be considered with 50% enhancement in the existing licence fee.
  - vi. Cases involving multiple transfers are proposed to be dealt in accordance with the above proposals contained in para 4 (a), (b) & (c).
  - vii. If the status of the individual licensee is converted into the Private Ltd. Companies, the same shall be permissible subject to enhancement in the existing licence fee by 50%.
- e. Any issue/point not covered under the above policy shall be decided by the Chairman on merits.

**5. Financial implication:**

The proposed transfer policy shall not only increase the revenue of the Council but also reduce the pendency of such cases.

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

The decision taken in this regard by the Council would be complied immediately by the department in anticipation of the confirmation of the minutes in the next meeting of the Council.

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

This being a policy matter, Finance has no objection to the Draft Agenda proposed to be placed before Council for approval/decision.



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

The Estate-I Department is agreed with the comments of the Finance Department.

**9. Legal implication of the subject**

The detailed comments of the Advisor (R&L) dated 5.6.2014 have been received in one of such file of Shop No.4-A, A-Block, Kidwai Nagar, New Delhi, in which the licensee has sought the permission to enter into the partnership. It is opined that such a request is permissible under the transfer policy of March 1999 and the interpretation given by the Hon'ble High Court and the request may be accepted by the department by increasing the licence fee by 30%. It has also advised that all similar cases can be attended to on the above lines. It is also added that the request of the licensee is not prohibited by the Delhi High Court decision in the case of Gole Market and such a request is permissible as per the Council's Resolution of 18.3.1999 and the licensor (NDMC) may accept a request for introduction of the partner after enhancing licence fee by 30%. This will reduce litigation and enhance NDMC's revenue.

**10. Details of previous Council Resolutions on the subject:**

The present proposal is a review of the previous resolutions of the COUNCIL vides Reso. No.6 dated 18.3.1999, 9 (L-1) dated 30.09.2004 and 05 (L-08) dated 6.2.2014.

**11. Comments on the Law Deptt.**

The legal opinion is seen to be incorporated in the draft, as already provided.

**12. Comments of the Department on the comments of the Law Deptt:**

The opinion of the Law Deptt. is already incorporated.

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

There are no guidelines on the subject being a policy decision.

**14. Recommendations:**

The following proposals regarding transfer as envisaged in clause 3 of Reso. No. 6 dated 18.3.1999 and Para 14 of Reso. No. 9 (L-1) dt. 30.9.2004 are recommended for consideration of the Council and further directions in this regard:

- a. For prospective cases of transfer - Prior permission of the NDMC is made mandatory in terms of the modified Clause No.9 of the Licence Deed before entering into partnership or to allow any person to use the shop in any manner during the valid term of licence subject to enhancement of the existing licence fee by 50%. In default of such prior permission, the licensee/occupant shall be liable for eviction and ejection being unauthorised occupant besides forfeiture of the security deposit and damage charges.
- b. For pending past cases of transfer- Show cause notices may be issued to both the licensee / occupant and incoming partner on account of violation of Clause No.9 of the Licence Deed if they entered into partnership during the valid term of licence. If they now seek the permission of the NDMC at this belated stage, such transfer cases may be regularised after forfeiting the earlier security deposit by the licensee and subject to enhancement of the existing licence fee by 50% and completion of other required formalities like deposit of fresh security deposit, etc.
- c. For pending cases of transfer - If the partnership is entered after the expiry of the licence deed, the transfer will not be considered at all. Such transfer which

have taken place after the term expiry, are held illegal by the court. A decision on such cases will be taken separately taking into consideration all the legal aspects.

d. It is also recommended that the Para 3 in the Estate Policy/guidelines passed vide Reso. No. 6 dt. 18.3.1999 and para 14 of Reso. No. 9 (L-1) dt. 30.9.2004 are proposed to be amended as under :

- i. Transfers are freely allowed (except in case of reserve category) in the above manner only.
- ii. On date of entry/deletion of partnership 50% enhancement in existing licence fee with subsequent enhancement as per policy applicable.
- iii. For rehabilitation market, the enhancement on account of subletting will remain same as mentioned in Reso. No. 6 dt. 18.3.1999.
- iv. After the death of the deceased licensee, the licence of the shop can be allowed to transfer on legal heir basis within the blood relations without any enhancement in the licence fee.
- v. Transfers in the cases of other than blood relation can be considered with 50% enhancement in the existing licence fee.
- vi. Cases involving multiple transfers are proposed to be dealt in accordance with the above proposals contained in para 4 (a), (b) & (c).'
- vii. If the status of the individual licensee is converted into the Private Ltd. Companies, the same shall be permissible subject to enhancement in the existing licence fee by 50%.

e. Any issue/point not covered under the above policy may be discussed by the Council for directions.

**15. Draft Resolution**

Suitable decision will be taken by the Council after due consideration on the subject matter which will be applicable in anticipation of the confirmation of the minutes of the meeting in the next meeting.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

ANNEXURES

300 – 320













































**Annexure ends**

**ITEM NO. 21 (L-06)****1 Name of the Subject:**

MORATORIUM PERIOD IN RESPECT OF DILLI HAAT, INA - A JOINT VENTURE OF NDMC AND DTTDC.

**2 Name of the Department:**

Estate-I Department

**3. Brief History of the Subject:**

A piece of land measuring 300 mtr. length and 100 mtr. width (6 acres approx.) was made available with NDMC after covering of Kushak Nalah at Sri Aurobindo Marg, New Delhi. On the request of DTTDC, NDMC allotted the land for construction and running of a Food and Crafts Bazar as a tourist oriented venture on the pattern of the one in Singapore.

The licence was renewed from time to time as per mutually agreed terms & conditions.

Lastly the term of licence was renewed wef 1.4.2011 to 31.3.2021, on following terms as per approval of Council vide Reso. No. 07 (L-02) dt. 13.9.2011 (**Annexure-I See pages 326 - 328**)

- i) The licence fee be fixed at a minimum of Rs.1 crores per annum (payable at Rs.25 lacs per quarter) or 60% of receipt from sale of entry tickets whichever is higher.
- ii) Licence fee for parking lot be fixed at Rs.10,000/- per month to be increased by 10% per annum.
- iii) There shall be a clause in licence deed that DTTDC would not reduce the current entry fee without approval from NDMC.

- iv) The remaining terms & conditions for renewal of licence would be same as provided in the previous licence deed in so far as they do not contradict the conditions stated above.

**4. Detailed proposal on the Subject:**

- i) Delhi Tourism & Transportation Development Corporation Ltd has been requesting NDMC to allow them to pay 50% of entry charges collected by them since footfall has reduced due to ongoing DMRC. The licensee (DTTDC) had forwarded minutes of the meeting held on 4.4.2012 chaired by Chief Secretary, Delhi regarding issue of transfer of Dilli Haat land for DMRC Phase-III project. The relevant para of the minutes is as under:-

“Chief Secretary and Pr. Secretary (Tourism)/Pr. Secretary to CM were of the view that during construction period of approximately four years, there will be less footfall and the revenue will go down considerably. Therefore, it was decided that the clauses of minimum guarantee of payment and enhancement of shared percentage to NDMC will be kept in abeyance for four years or till the original status is restored whichever is earlier. It was desired by Chief Secretary that NDMC may accordingly finalize/execute pending agreement with DTTDC with this modification.”

Therefore, DTTDC requested that they may be allowed to give 50 % of the sale of entry tickets and sign the agreement accordingly.

- ii) The issue was discussed in the meeting chaired by Chairperson, NDMC on 5.6.2013 wherein DTTDC clarified that they are requesting for a moratorium on

enhancement of proposed licence fee for the period during which DMRC would undertake construction work in the area. They have also informed that DMRC has taken over 25 craft stalls, 04 food stalls and parking area resulting in loss of around Rs.40 lacs per annum to DTTDC. Considering the facts, it was agreed in principle to give DTTDC moratorium for revised licence fee initially for two years as they were prepared to accept the original decision of the Council regarding sharing of licence fee (60:40). Copy of the minutes of the meeting dt. 5.6.2013 enclosed as **Annexure-II (See pages 329 - 331 )**.

- iii) On the request of DTTDC, the council earlier vide its Reso. No. 04(L-01) dated 27.6.2013 (**Annexure III See pages 332 - 335**) approved/passed the proposal for moratorium period from 1.4.2013 to 31.3.2015 or till the work of DMRC is completed or the original status is restored by DMRC during which DTTDC will pay licence fee @ 50% of receipt from sale of entry tickets or Rs. 1 crore which ever is higher.
- iv) Now, since, DTTDC is pressing hard for moratorium period from 1.4.2011 and not from 1.4.2013, it is for the consideration of the Council whether NDMC may sign the licence agreement with DTTDC as per approval of the Council vide Reso. No. 7(L-02) dt. 30.9.2011 and Estate Department may sign a separate agreement for moratorium to be effective from 1.4.2011 to 31.3.2015 during which DTTDC will pay @ 50% of receipt from sale of entry tickets as already decided vide Council Reso. No. 04(L-01) dated 27.6.2013 for the period from 1.4.2013 to 31.3.2015. This moratorium would initially be for four years or till the work of DMRC is completed or till the original status is restored which ever is earlier after which DTTDC will revert back to the terms decided by the Council.

**5. Financial implication of the proposed Subject:**

The purpose of the agreement is that DTTDC will retain revenues from structures and 50% of collection from sale of entry tickets by reducing the licence fee from 60% to 50% of sale of Entry Tickets for the period from 1.4.2011 to 31.3.2013, an amount of Rs.87,84,875.- will have to be adjusted in the future payments due to NDMC. When revenue from internal structure is going to reduce, DTTDC will have to depend more on sale of entry tickets, hence this temporary adjustment.

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

As indicated in Para-4

**7. Comments of the Finance Department on the subject with diary number and date:**

The comments of the Finance Deptt. have been received as under vide Diary No. FA-1465 dt.22.7.2014 :

"Earlier moratorium on license fee for a period of two years i.e. from 1.4.2013 to 31.3.2015 @ 50% of receipts (instead of 60%) from sale of entry tickets or Rs. 1 crore whichever is higher, was resolved vide Council Reso. No.07 (L-02) dt. 30.9.2011. M/s. DTTDC has now requested for Moratorium of 4 years instead of 2 years i.e. from retrospective date 1.4.2011 to 31.3.2015. Department intends to place the matter before Council for decision. It is observed that proposed action will result in loss of revenue to NDMC for the said period and even it may involve some refund of revenue. Working out the detail of such amount of refund, if any, the department may place their proposal for decision of the Council".

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

The comments of the Finance Department have been noted and the detail of the amount which may have to be refunded on this account has already be worked out as Rs.87,84,875/- (approx) as mentioned in para 5 above.

**9. Legal implication of the subject:**

N.A

**10. Details of previous Council Resolutions on the subject:**

As mentioned in Para-3 above. Reso. No. 07(L-02) dt. 13.9.2011 and Reso. No.04 (L-01) dated 27.6.2013

**11. Comments of the Law Deptt on the Subject:**

The comments of the Law Deptt. have been received by Diary No. D-30 dt. 21.7.2014 which is as under :

"In case of refund, if any, amount may be quantified pl."

**12. Comments of the Department on the comments of the Law Deptt:**

The quantum of amount on account of refund comes to Rs.87,84,875/- (approx) as mentioned in para 5 above.

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

Not applicable

**14 Recommendations:**

The matter is placed before the Council for consideration whether:-

- (a) As per request of DTTDC, the NDMC may sign the licence agreement with DTTDC as per approval of the Council vide Reso. No. 7(L-02) dt. 30.9.2011 and Estate Department may sign a separate agreement for moratorium to be effective from 1.4.2011 to 31.3.2015 during which DTTDC will pay @ 50% of receipt from sale of entry tickets as already decided vide Council Reso. No. 04(L-01) dated 27.6.2013 for the period from 1.4.2013 to 31.3.2015. This moratorium would initially be for four years or till the work of DMRC is completed or till the original status is restored which ever is earlier after which DTTDC will revert back to the terms decided by the Council.
  
- (b) The moratorium would be for four years w.e.f. 1.4.2011 or till the work of DMRC is completed or till the original status is restored by DMRC which ever is earlier and after that DTTDC will revert back to the original agreement as decided by the Council i.e. 60% of receipt of entry ticket or Rs.1 crores per annum which ever is higher.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.



Annexure

326 – 335



















Annexure edns

**ITEM NO. 22 (L-07)****1 Name of the Subject:**

Provision of space to Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) for Coffee Home at Shaheed Bhagat Singh Place, Gole Market.

**2 Name of the Department:**

Estate-I Department

**3. Brief History of the Subject:**

(i) NDMC has a piece of land measuring 3980.67 Sq.mtr. at the Emporia Complex near Maharashtra Emporium at Baba Kharak Singh Marg. Long time back, this land was used by DTTDC for setting up of a Coffee Home by paying licence fee of rupee one per annum. As per stand of DTTDC, the same is being run "No Profit No Loss" basis. NDMC in 2004-05 had made a plan to develop this land with fully automated two level basement parking and an office building above it, which was inconformity with the land use permitted by the L&DO and Master Plan. It was, therefore, decided to allot some units in SBS Place to DTTDC, so as to enable them to run a Coffee Home. These units were provided on token licence fee of rupee one per annum as per the existing arrangement at Emporia Complex. An Memorandum of Undertaking (MoU) in this regard was signed between NDMC and DTTDC on 25<sup>th</sup> April, 2005 (**Annexure-A**).

- a. Para three of this MoU provides that "in case these shops are leased out by DTTDC then licence fee on mutually agreed terms will be paid by DTTDC to

NDMC in addition to the licence fee. Accordingly, NDMC had allotted 08 shops to DTTDC at Shaheed Bhagat Singh Complex on token of licence fee 1/- per annum.

- b. Later on DTTDC had developed a restaurant in the space and outsourced the space to M/s. Connoisseur Foods & Hospitality Services for efficient operation and management of the said Coffee Home as per their licence agreement placed at Flag-B with covered area of the restaurant is 235 sq.mtr with open sitting area is 300 sq.mtr.
- c. The Architect Department, NDMC had also issued the completion drawing.

#### 4. Detailed proposal on the Subject:

- (i) DTTDC has entered into an agreement with M/s. Connoisseur Foods & Hospitality Services for efficient operation and management of the said Coffee Home for a period of five years w.e.f. 1.10.2011 with quarterly payment of licence fee of Rs.4,36,032/- for each quarter for the first year and increase in the licence fee of the previous year i.e. after first year for subsequent four year with service tax as per prevailing rates from time to time as under:-

Year	Rate of interest	Amount (Rs.) excluding 3% of sale)
First	0% + 3% of sale	Rs.17,44,133/- p.a (Rs.1,45,344/- per month)
Second	10%+ 3% of sale`	Rs.19,18,536/- p.a (Rs.1,59,878/- per month)
Third	25% + 3% of sale	Rs.23,98,176/- p.a. (Rs.1,99,848/- per month)
Fourth	30.5% + 3% of sale	Rs.31,29,624/- p.a. (Rs.2,60,802/- per month)
Fifth	50 % + 3% of sale	Rs.46,94,436/- p.a. (Rs.3,91,203/- per month)

- (ii) Now, DTTDC has proposed NDMC to enter into a Memorandum of Understanding to pay the licence fee for the space on the following terms & conditions:-
- a) Total receipt from outsourcing of the Coffee Home after deducting the cost on building renovated by DTTDC would be calculated by discounting the total receipts over the period of five years to ascertain the net present value which is to be shared by the NDMC & DTTDC in ratio of 50:50.
  - b) Similar revenue sharing formula is being followed in other revenue generating activities initiated by DTTDC too.
  - c) Any change/addition/alteration in the existing structure of covered area of 235 sq.mtr of coffee home building will require prior approval of NDMC.
  - d) DTTDC shall pay property tax as may be assessed by the NDMC from time to time.
  - e) Any dispute arising between DTTDC and NDMC in respect of the interpretation and/or performance of the terms & conditions of MOU, the same shall as per standing instructions of the Govt. of Delhi be referred to the Standing Committee of the Chief Secretary, whose decision shall be binding on DTTDC and NDMC.
- (iii) In views of the facts it is proposed that a Memorandum of Understanding may be executed between NDMC and DTTDC for running of Coffee Home space at Sahaheed Bhagat Singh Place as mentioned in Para-4 (ii) above.
- (iv) Further in this case, a inspection was also carried out by the then Secretary, NDMC on 21.11.2012 placed at Flag-'A' and it was decided that :-

1. MOU to be signed between NDMC & DTTDC for sharing of revenue latest by 30.11.2012
2. The operator was directed to construct the grease trap as per approved area earmarked by NDMC.
3. To allow DTTDC operator to locate genset and operate the same during electricity break down at the side margin of the building.
4. To put up a temporary moveable barricade of bamboos at the passage adjacent to the restaurant from 7.00 pm to 8.00 am with the direction to remove the temporary barricading at 8.00 am daily.
5. It was agreed to allow usage of outside area as shown in the drawing given by CA as sitting area and to put up a temporary barricading at sitting area to segregate the space.
6. The staircase built by NDMC on the side walk did not serve any purpose and hence it was decided to allow DTTDC to temporarily block it.

**5. Financial implication of the proposed Subject:**

This proposal will result in revenue receipt to NDMC.

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

MoU would be signed immediately after decision of the Council.

**7. Comments of the Finance Department on the subject with diary number and date:**

The comments of the Finance Deptt. have been received vide Diary No. FA-1464 dt. 22.7.2014 – “We have no objection to the Draft Agenda prepared by the Department for entering the MoU between the NDMC and DTTDC on 50:50 sharing revenue basis for the space of Coffee Home at Shaheed Bhagat Singh Place, Gole Market w.e.f. 1.10.2011 the date of which M/s DTTDC has outsourced the space to M/s. Connoisseur Foods & Hospitality Services. NDMC’s interest may be kept in mind.

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

The advice of the Finance Deptt. shall be followed.

**9. Legal implication of the subject:**

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**10. Details of previous Council Resolutions on the subject:**

Not Applicable.

**11. Comments of the Law Deptt on the Subject:**

The Law Department opined that Section 141 of NDMC Act provides that the Chairperson may with the sanction of the Council lease, sell, let out on hire or otherwise transfer any immovable property belonging to the Council.

In this matter, the property situated at Shaheed Bhagat Singh market is to be let out to DTTDC to run restaurant at certain terms and conditions. As per the provisions stated above, sanction of the Council is required in this matter before the MOU is executed between the parties.

The matter may be placed before the Council for approval of the proposal.

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

Since, the DTTDC had already outsourced the space after renovation to M/s. Connoisseur Foods & Hospitality Services on the certain terms & conditions w.e.f 1.10.2011, hence, for a limited period i.e. upto 30.9.2015 Department should go for signing of MOU with DTTDC.

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

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**14 Recommendations:**

The MOU may be signed between NDMC and DTTDC on the above proposal at Para-4 (i) to (iv). It has also been gathered that case for re-construction/upgrading/renovation of SBS Place is under process. This MoU would be upto the period ending 30.9.2015.

The above proposal is placed before the Council for approval of the proposal pl.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.





ANNEXURE 341 – 342

ANNEXUR EENDS

**ITEM NO. 23 (J-02)****1. Name of the Subject / Project :**

Sub : Sealing / Demolition action in B.K.Dutt Colony, New Delhi.

**2. Name of the Department :**

Civil Engineering Department, EE(E-BR)

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

3.1 B.K.Dutt Colony is one of the oldest colonies under the rehabilitation scheme of Govt. of India. The Ministry of Rehabilitation had built 'C' type tenement flats (double storey) for allotment to displaced persons from Pakistan. The total number of tenements in B.K.Dutt Colony is about 1,035 numbers.

The tenements were constructed in such a manner that there was a row of flats, and a common lavatory block for the use of occupants of the tenements. Some common area was left in front and back.

3.2 In the resettlement colony, the tenements are not fulfilling the growing requirement of the residents with the passage of time, therefore, they have constructed additional rooms and have extended horizontally in both the sides (front and back), and vertically. Almost all the premises have undergone changes irrespective of permissibility, resulting in a number of cases of unauthorized construction as well as encroachment of common land. There is a high degree of resistance at site to demolish or seal such unauthorized constructions.

3.3 In view of the insanitary conditions, in 1983 the Ministry of Urban Development (then M/o Works and Housing) decided to do away with a common lavatory and to permit each tenement to have a separate kitchen, bath and WC. The decision of November 1983 could not be implemented, due to inter-se disputes between tenement holders. The inter-se disputes also resulted in a number of court cases, both in lower courts as well as the Delhi High Court.

3.4 In November 2000, the Ministry of Urban Development, Govt. of India approved the regularization of construction made by tenements holders of B.K.Dutt Colony vide Office Memorandum No. 24(368)/2000-CDN dated 1.11.2000 ( **Annexure 'A' See pages 350 - 351**). As per this office memorandum, the allottees in B.K.Dutt Colony will be allowed to cover an area of 17.5 ft. on the back of the tenements as per standard design, for construction of independent kitchen, bath and WC, both to ground floor and first floor allottees. The allottees would also be allowed an additional space on the front side of tenements up to the extent of space available, between the right of way and the quarter, irrespective of the space available. The allottees would have to pay additional land cost and the additional ground rent for the space to be allotted on the front side of quarters, to be shared equally (50:50 by the ground floor and the first floor allottees).

3.5 A number of meetings have been held with DDA, L&DO and NDMC to decide the detailed survey as per existing conditions and superimpose the same upon the original lay out plan of the colony to work out the details in respect of encroachment, services, unauthorized construction etc.. Thereafter the final action is to be decided by the L&DO in accordance with the policy finalized.

A fresh lease to this effect was to be executed by the individual residents of B.K.Dutt Colony with L&DO. The actual status in this regard is not known to NDMC.

All the allottees of the B.K.Dutt Colony were directed through their Welfare Associations to submit a copy of the fresh lease executed by the L&DO, along with the copy of receipt of additional cost and additional ground rent paid by them to L&DO, within a stipulated time frame.

The Residents Welfare Association in their reply / Memorandum to NDMC have mentioned that the bench mark should be fixed to cover/regularize construction which have been made up to second floor, duly taking into account the decision of Ministry of Urban Development/L&DO issued in the years 1983 and 2000.

3.6 In respect of the long pending cases regarding unauthorized construction and other matters in B.K.Dutt Colony, all functioning Associations of B.K.Dutt Colony were called jointly to discuss their grievances against NDMC officials about alleged selective enforcement action, 'pick & choose', and harassment. A meeting was held on 24.12.2004. The meeting was attended by various members of all the Associations in B.K.Dutt Colony wherein their grievances and further proposals/suggestions were discussed in detail. Accordingly, its minutes were circulated vide Reference No. D-110/PA/DCA/04 dated 31.12.2004 (**Annexure 'B' See pages 352 - 353**). A copy of the minutes was also served to the Associations.

The following main points were decided :

That each residents of B.K.Dutt Colony would furnish the following documents/undertaking through any of the RWAs :

- (a) Structural Stability Certificate by a Certified/Approved Structural Engineer to certify that premises are structurally sound even after all extensions. This would be furnished alongwith the existing architectural drawings of his premises duly signed by the approved Architect.
- (b) An undertaking that the extensions do not violate Building By-Laws, 1983.

- (c) A certificate by the residents that they have not encroached on Government land and essential amenities such as sewer lines, water lines, drains etc.
- (d) An undertaking that no further unauthorized construction will be carried out without prior approval of NDMC.
- (e) One month was given to the Associations for furnishing required documents/details i.e. on or before 31<sup>st</sup> January, 2005. But none of the residents furnished their documents with NDMC. Instead of furnishing the documents only one Association, namely, Residents Welfare Association (Regd.) replied through correspondence which is placed at **Annexure 'C' (See pages 354 – 355)**.
- (f) One more opportunity for 15 days was also given to all the three Associations in B.K.Dutt Colony for furnishing the already decided documents. Thereafter a reminder was sent to all the Associations vide our reference No.D-137/PA/DC/05 dated 1.02.2005 (**Annexure 'D' See page 356** ). But reply of Associations letter was not furnished to them. Simultaneously in context to our reminder another representation was received by this office. That copy is annexed at **Annexure 'E' (See page 357)**, wherein the Associations state that after obtaining the Counsel's view on their letter dated 31.01.2005, the Association will make a suitable reply. From the contents of his correspondence it seems that RWAs are not interested in furnishing the details.
- (g) Again a meeting was convened on 28.02.2005 to discuss the matters for New Delhi Parliamentary Constituency which was attended by Shri Ajay Maken, the then M.P. and Special Invitee to the NDMC, Shri Ashok Ahuja, the then M.L.A. and Member of the NDMC and NDMC officers wherein this matter was also placed for discussion. The complete report was discussed/conveyed and it was assured by Shri Ajay Maken, the then M.P. and Shri Ashok Ahuja, the then M.L.A. that all Associations will be convinced/guided to furnish the required details with NDMC so that regularization of additional constructions in

B.K.Dutt Colony be taken up by NDMC with L&DO. But till date, no response has been received by this office regarding the above subject.

(h) A number of complaints have also been received in regards the unauthorized construction at B.K.Dutt Colony from SHO Lodhi Colony, Vigilance Department NDMC, the CBI, Hon'ble LG's Office, Public Grievances Cell, Delhi Govt. etc. and the time to time reports are also to be sent about the action taken in the matter.

3.7 Some of the complaints received from SHO for Premises No.B-38 IIIrd Floor & K-18, from DCP for Premises No.K-18, from the CBI for Premises No.J-44, from Hon'ble LG's Office for Premises No.H-10 and from Vigilance Department of NDMC for Premises No.E-90 are placed at **(Annexure 'F' Colly. (See pages 358 - 372)**

3.8 **Pending policy with L&DO**

It was informed by the Dy.L&DO vide letter dated 08.05.09 (**Annexure 'G' See pages 373 - 378**) that Task Force under Chairmanship of the Vice Chairman DDA had submitted the report regarding additional construction in the rehabilitation colonies and the same are being examined in the ministry. Further action can be taken only after the Ministry takes a decision on the recommendations of the Task Force. L&DO was again requested vide letter No. D-143/EE(E-BR)/10 dated 18.01.10 regarding the policy for regularization of additional construction in tenement flats in B.K.Dutt Colony, so that NDMC may take action against encroachment/unauthorized construction in B.K.Dutt Colony and further reminders were sent vide letter No. D-1023/EE(E-BR)/11 dated 3.06.11, 1595-96 dated 23.09.11, 2135-36 dated 14.11.11 and vide No.D-1304 dated 16.12.13. (copy of all reminders are enclosed herewith)



A D.O. letter No. 732/MP/R/2013 dated 2.09.2013 was received from Sh.Ajay Maken, the then Member of Parliament (Lok Sabha) to NDMC regarding looking into the matter and considering the request of the RWA, B.K.Dutt Colony, Association for some additional construction on top of the first floor etc. within the 15 mtr. heights under master plan 2021.

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

4.1 There are 83 pending cases of the unauthorized construction in B.K.Dutt Colony since 2006 to June 2014 for the specific action sealing and demolition under NDMC Act 1994. The occupants/residents have extended their premises unauthorizedly horizontally and vertically in piece meal manner, unplanned construction and unauthorized construction while possibly compromising the quality, and such unplanned construction are extending upto fifth floor in some cases. The detailed status of action taken by the NDMC under the provision of NDMC Act 1994 is as under:-

(i)	Cases already sealed.	10 No.
(ii)	Cases processed for sealing.	11 No.
(iii)	Demolition order passed and served	20 No.
(iv)	Put up for demolition order	09 No.
(v)	Under Personal Hearing	03 No.
(vi)	Referred to religious committee	20 No.
(vii)	Kept in abeyance	10 No.
	<b>Total cases</b>	<b>83 No.</b>

- 4.2 The authority cannot be a mute spectator on such violations especially as it might result in a danger to the premises. Since there is a serious issue of structural stability of all these constructions, further deteriorating with the passage of time, unplanned construction leading to safety and security issues cannot be ruled out. For this, a detailed survey with the measurement of individual tenements are required with a good degree of cooperation from the house owners.
- 4.3 The serious issues which concern NDMC at present are as under :
- (a) The safety and security concern of the residents especially residing on the IIIrd, IVth and Vth floor, in such weak foundations.
  - (b) Enhanced requirement of electricity, and further requirement of additional loads.
  - (c) The capacity of sewer lines and more problems of choking/overflowing.
  - (d) Parking problems due to additional floors/area.
  - (e) Water supply requirements and scarcity of filtered water.
- 4.4 In the above circumstances, commitment and cooperation from all the residents association is required for the following:
- (a) All the residents/ allottees/ occupiers be requested to submit the details of their premises, as of today alongwith the plan, a detailed area descriptions in their possession floorwise, and an affidavit to be submitted by each resident for maintaining the status quo and no further

addition/alterations/extensions to be carried out without prior permission of the NDMC. This self-declaration will help in finalization of the policy.

- (b) The declaration of existing coverage for the above purpose, still does not give the right for approval of unauthorized construction. The required action is liable to be taken as per the final policy in the matter, by the L&DO.
- (c) The L&DO and DDA be requested to finalize the policy for regularization of the additional construction in these tenement flats.
- (d) A joint survey by NDMC Architect, Enforcement and the EBR Departments be carried with photographs and videography of all the premises.
- (e) The structure stability certificate from the registered chartered engineer and architectural plan from the registered Architect have to be submitted by the residents, especially from the occupants of all pending cases.
- (f) During the survey, the condition of the structures, especially the premises which have second floors and more, are to be checked from the perspective of danger to the building, and further action as per NDMC Act irrespective of the aforementioned action to avoid any avoidable mishap in the area.

4.5 In view of the above explained position and the deep concerns of the NDMC as stated above, a decision by the Competent authority is required for the issue mentioned above and further direction with respect to all 83 No. pending cases of B.K. Dutt Colony.

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

Nil.

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

N/A

7. **Comments of Finance Department on the subject.**

N/A

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

N/A

9. **Final views of Finance Department.**

N/A

10. **Legal implications of the subject / project.**

NIL

11. **Details of previous council resolution / existing law of parliament and assembly on the subject.**

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

N/A

13. **Final view of Law Department (wherever necessary).**

N/A

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

N/A

**15. Recommendations.**

The action against the ongoing unauthorized construction as mentioned at Sl.No.4.1 above were initiated as per provision of NDMC Act 1994 and are submitted before the Council alongwith the issues of NDMC as mentioned at Sl.No.4.3 above. Commitment and cooperation is requested from the residents as well as the Resident Welfare Associations of B.K.Dutt Colony as mentioned at Sl.No.4.4 above. Further action in respect of all 83 pending cases of B.K.Dutt Colony will be taken as per the directions of Council, especially in view of the allegations/complaints received from time to time.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**Annexure 350 – 378**































































Annexure ends

**ITEM NO. 24 (S-01)**

1. **Subject: Issuance of orders for exoneration for Sh. S.M. Mustafa, Retired, A.E.(C) after making disagreement with the advice given by the Commission during Second Stage Advice.**
2. **Name of the Department: Vigilance Department**

**Brief History of the subject:**

Sh. S.M. Mustafa, J.E. was served upon a Charge sheet vide Memorandum No.47/CH/Vig/Imp/TO(C-II)/2008 dated 07.09.09 (**Annexure-I See pages 384 - 415**) by Disciplinary Authority/Chairperson, NDMC. After specific denial to the charge memo In the reply the CO has denied for all the charges imposed upon him. Thereafter an inquiry was carried out and in the report, it was mentioned that the charges against the CO are "NOT PROVED".

**3. Details of the case:**

An Inquiry was carried out and it is mentioned in the report of I.O. (**Annexure-I See pages 384 - 415**) that the points/charges could not be proved during the course of Inquiry. On the basis of analysis on Page-199 to 201/N, (**Annexure-II See pages 416 - 418**) Chairperson/Disciplinary Authority has accepted the Inquiry Report and the matter was referred to CVC for Second Stage Advice. In the reply of CVC, certain points were not touched in detail as they were considered by the Chairperson/Disciplinary Authority while accepting the Inquiry Report. Therefore after the approval of the Chairperson (**Annexure-III See pages 419 - 420**), the agenda is put up to the council for making this disagreement with the Second Stage Advice of CVC and to exonerate the CO from all the charges.

**Articles of Charges**

While working as Jr. Engineer (C), NDMC on the NDCC Phase-II Project Sh. S.M. Mustafa has failed to maintain absolute devotion to duty in as much as that:-

The work of 'Construction of NDCC Phase-II was awarded to M/s NBCC vide letter No.D/843/EE(C)-VI dated 18.08.94 at an estimated cost of Rs.23,64,25,882/- with stipulated date of start of the work as 02.09.1994 and stipulated date of completion as 01.09.97. He was responsible for getting the works executed as per various clauses mentioned in the agreement/supplementary agreement duly executed with M/s NBCC.

The work was inspected by CTE's organization, CVC during the period from 02.04.2002 to 05.04.2002 and from 08.04.02 to 10.04.02 and Intensive Examination report was sent by them vide letter No.05-02-H-06-WT-37 dated 28.06.2002 raising a number of observations therein to the NDMC for clarifications. The clarifications sent to CTE's Organization, CVC were not found satisfactory by them. Thus, he was responsible for the lapses and acts of commission and omission pointed out in the said para as he was supervising the works as J.E.

The above misconduct on the part of Sh.S.M. Mustafa, JE(Civil), NDMC amounts to conduct unbecoming of municipal employee and he has, thus, violated the provisions of Rule 3 of CCS (Conduct) Rules-1964.

**(ii) Statement of imputation of misconduct**

While working as Jr. Engineer (Civil) on the NDCC Phase-II Project Shri S.M. Mustafa has failed to maintain absolute devotion to duty in as much as that:

The work of 'Construction of NBCC Phase-II' was awarded to M/s NBCC vide letter No.D-843/EE(C-VI) dated 18.08.94 at an estimated cost of Rs.23,64,25,882/-, tendered cost of Rs.23,18,81,978/- with stipulated date of start of the work as 02.09.1994 and stipulated date of completion as 01.09.1997. He was responsible for getting the works executed as per the various clauses mentioned in the agreement with M/s NBCC.

The work was inspected by CTE's Organization, CVC during the period from 02.04.2002 to 05.04.2002 and from 08.04.02 to 10.04.02 and Intensive Examination report was sent by them vide letter No.05-02-H-06-WT-37 dated 28.06.2002 raising a number of observations therein to the NDMC for clarifications. The clarifications sent to CTE's Organization, CVC were not found satisfactory by them. He is responsible for the following paras:-

**Para-11.2.1.2-** Hindrance at SI.6 page-6 has occurred on 03.05.99 whereas hindrance at SI.No.7, page-7 has occurred on 03.04.99 prior to occurrence of hindrance at S.No.6 Hence, the hindrance recorded in the register appears to be fabricated as these have not been entered on the due date as per order of occurrence of hindrance. This shows lack of devotion to duty, as hindrance register is very important document. This has also resulted in huge payment of escalation and other loss to NDMC.

**Para-11.2.12-** The agreement items like plastering, water proofing treatment and RCC works have been paid in part rates for want of rectification of major defects (as mentioned in part rate statement). In fact, items that were executed with substandard/defective manner should not have been paid at all. Minor amount retained has not served the purpose.

**Para-4.2.7-** As per Cl.1.16 of supplementary agmt., in case of architect's failure in submission of designs and drawing Rs.1800/- per day compensation was to be imposed on them subject to maximum 10% of the fee. As per hindrance register following delays in work due to non-issue of drawings by the consultants in time occurred.

- i. Layout of piles in 'B' block-from 16.12.95 to 06.07.96 = 200 days.
- ii. Structural design of retaining walls & pile caps/raft in 'B'block-Drg. Upto Plaza level – from 08.06.96 to 23.06.97 = 380 days.
- iii. Non availability of structural drawing for auditorium-cum-library block-from 23.06.97 to 24.03.99 = 635 days.
- iv. Non availability of structural drawing for auditorium-cum-library block above plaza level – From 22.3.99 to 7.6.99 = 97 days.
- v. Non availability of toilets drg – From 22.3.99 to 7.6.99= 78 days.
- vi. Non availability of details/drawings for toilets, flooring dado and door shutter. – From 22.3.99 to 15.3.2000 = 360 days.

The above hindrances prove substantial delay due to the fault of the consultant.

**Para-12.2.2.1.1-** Site order book was maintained only up to 22.10.96. There was no entry in the site order book after 22.10.96 to the date of inspection i.e. 10.04.2002 (i.e. for about 5-1/2 years, there was no entry in site order book).

**Para-12.2.2.1.2-** During the above period, how the instructions were given to the contractor and complied with are off the record.

**Para-12.2.2.1.3-** Most of site order book instructions were not complied with. Without recording the compliance to the instructions issued through site order book, how it was ensured that the action has been taken in actual.

Thus he is responsible for the lapses pointed out in the said paras as the works were under his overall supervision.

The above acts on the part of Sh. S.M. Mustafa, J.E.(Civil), NDMC amounts to conduct unbecoming of a municipal employee and he has thus violated the provisions of Rule 3 of CCS (Conduct) Rules, 1964.

#### **4. Action on Charge-sheet**

The allegations could not be established by the P.O. and his attempts to do so through prosecution witness. Most of the listed prosecution documents sought were not shown and denied as "Not available". Charges are vague and wild. Sh. S.M. Mustafa requested to hold the charges 'Not proved'. He has further requested to save him from mental agony and social harassment at the end of his service career, as he was due to superannuate in mid of following year 2012.

## **5. Finding of Inquiring Authority**

The Inquiring Authority submitted its report dt. 13.04.12 (**Annexure-IV See page 421**) by analyzing the case as per the brief of the P.O. and C.O., are as under:-

Para No.4.2.3 and 13.2.2 of CTE's Report shows that CTE Organization was convinced that the supervision services were entrusted to the Architect Consultant and that they were themselves critical of bad quality of concrete and wrote several letters criticizing the quality of concrete work done by M/s NBCC. CTE also admitted that NDMC too wrote the letters to NBCC about bad quality of concrete work.

The quality of concrete was being monitored at much higher level than that of C.O. This defective work was in the knowledge of the Architect Consultant, the Engineer-in-Charge, the Chief Engineer. There was ample time since June 1998 to initiate pecuniary action against the contractor.

In reply of para 4.2.3 and 4.2.3.1 the engineer-in-Charge and Chief Engineer, NDMC maintained that the supervision of the work was not assigned to the NDMC engineers who were deployed for coordination work only. There is no evidence oral or documentary to prove that C.O. was assigned for supervision of work. Therefore, C.O. cannot be charged for lapses of lack of supervision.

**Having come to the conclusion that there is no evidence even to suggest that the C.O. was entrusted the supervision of the work, I.O. is of the opinion that the charges against the C.O. are 'NOT PROVED'.**

## **6. Action on the Inquiry reports**

On the basis of analysis made on pages-199 to 201/N (refer Annexure-II) the findings of the Inquiring Authority was accepted by the Chairperson/Disciplinary Authority thereafter the matter was referred to CVC for Second Stage Advice vide letter No.1476/Vig/Imp/TO(C-II)/2012 dated 29.06.12 (**Annexure-V See page 422**).

7. **CVC Advice:**

After accepting the report of Inquiry Officer by Chairperson/Disciplinary Authority vide which it was intimated that the charges against the C.O. were not proved. Thereafter, the case was sent to CVC for Second Stage Advice vide letter No.1476/Vig/Imp/TO(C-II)/2012 dated 29.06.12 (**refer annexure V See page 422**).

In reply to above, an office Memo was received from Director (CVC) vide No.002/NDM/002-190356 dated 10.10.12 (**Annexure-VI See page 423**) with the advice, **"imposition of suitable Major Penalty on Sh. S.M. Mustafa, J.E.(C) and Sh. Rajesh Shukla, J.E.(C), NDMC"**.

8. **Submission of Vigilance Department**

Inquiry Officer has given a report dated 13.04.12, stating that the charges against Sh. S.M. Mustafa (C.O.) are 'NOT PROVED'.

On the basis of analysis the Inquiry Report is accepted by Chairperson/Disciplinary Authority. Thereafter, matter was referred to CVC for Second Stage Advice. In the reply of CVC the points that were not considered in their Second Stage Advice whereas on the basis of the same points the Inquiry Report was accepted by the Chairperson/Disciplinary Authority. Therefore, the report of Inquiring Authority was considered and accepted by Disciplinary Authority in case of both the officers S/Sh. S.M. Mustafa, Retd. A.E.(C) and Rajesh Sukla, J.E.(C) as well as the CVC Second Stage Advice was disagreed to. The case was put up before the Council vide item No. 11 (S-03) dated 23.07.2013 for decision. The Council exercising the authority conferred in the rule 39 of NDMC Act 1994 & Rule 9 of the CCS Pension Rules 1972 decided as under :-

**"Considering the facts of the case in totality of the Council unanimously resolved to imposed a penalty 5% reduction in pension for a period of two years on the charged officer, Shri S.M. Mustafa, Ex-A.E. (C) (Retd. on 30.06.2012)".**

As per approval of the Council an order vide No. 73/PB/Vig/Imp/TO(C-III)/F.No.12&13/2013 dated 25.09.2013. A penalty of **"5% cut in pension for a period of two years"** was imposed upon Sh. S.M. Mustafa, Retd. A.E.(C). Now Shri S.M. Mustfa has submitted a representation dated 11.04.2014 vide which he has requested that the second stage advice was not provided to him before imposition of penalty and he was therefore deprived of an opportunity to defend him against the CVC advice (second stage advice). Shri Mustfa has further requested that the aforesaid penalty may be withdrawn as the proposal to

disagree the advice of CVC (in the second stage advice) has already been approved by the Disciplinary Authority/Chairman, NDMC, decision taken by the Council may kindly be considered sympathetically.

As already clarified, the second stage advice of the CVC has already been disagreed to by the Disciplinary Authority/Chairman, NDMC. The complete case alongwith representation of Shri S.M. Mustfa was furnished to the Chairman, NDMC. The case was forwarded to L.A. for advice who observed as under:-

- I. **"What was the difference between the case of Shri Mustafa & Shri Shukla on one penalty has been imposed and other proceeding being dropped. Our letter CVC needs redrafting, if Director informs that in both cases Chairperson had no agreed with the recommendations of CVC, however, Council imposed a penalty of 5 % cut in pension for two years.**
- II. **May please bring it to the notice of CVO/Chairperson before cases should be at par, and if we are of the view that there is no case against Shri Rajesh Shukla, let us approach the Council to reconsider their decision in the case of Shri Mustfa".**

The case containing, advice of the Law Department alongwith aforesaid representation of Shri S.M. Mustfa was put up to the Competent Authority with the proposal to reconsider the case and to take decision in respect of Shri Rajesh Shukla, J.E. (C) also. Being the case of a retired municipal employee the decision regarding reconsideration on the submission of S.M. Mustfa retired AE (C) is to be taken by the Council.

In case of Sh. Rajesh Shukla, J.E.(C), Chairperson is the competent authority to take decision, which would be processed after the reconsideration & decision of the Council.

9. **Financial implication:** Nil

10. **Implementation schedule:**

Exoneration orders of Sh. S.M. Mustafa, Retd. A.E.(C) shall be issued immediately after the sanction/approval of the Council along with making disagreement with the CVC Advice in the Council.

11. **Comments of the Finance :** N.A.



12. **Legal implication:** N.A.
13. **Details of previous council Resolution:** N.A.
14. **Comments of the Department on the  
Comments of the Law Department:** N.A.
15. **Final View of the Law Department:** N.A.
16. **Rule position** N.A.

17. **COMPETENCY OF THE COUNCIL**

As Sh. S.M. Mustafa, Retd. A.E.(C) was retired on attaining the age of superannuation on 30.06.12, the powers of Disciplinary Authority for taking any decision against a retired employee are vested with the President and as per Resolution No.2 dated 29.06.1973 read with Resolution No.12 dated 27.07.1973 and Section No.416 of NDMC Act, **(Annexure-VII See pages 424 - 425)**, Council is vested to exercise the Powers of President in Disciplinary matters.

18. **Recommendation:**

It is recommended that alongwith making disagreement with CVC Advice an order for exoneration of Sh. S.M. Mustafa, Retd. A.E.(C) (C.O.) from all the charges may be issued if approved in the Council.

**COUNCIL DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ANNEXURE**

**384 – 425**



























































































**Annexure dnends**

**ITEM NO. 25 (H-08)****1. Name of the subject / project.**

Proposal regarding applicability of Resolution No. 10 (H-2) dt. 20.06.2014 to Asstt. Vety. Surgeon working on contract in NDMC.

**2. Name of the Department and Departments concerned.**

Personnel Department.

**3. Brief history of the subject / project**

The NDMC vide Resolution No. 10 (H-2) dt. 20.06.2014 took some decision for contractual Medical Officers and Specialists. **(Enclosed as Annexure –A See pages 429 - 435)**

**4 . Detailed proposal of the subject :**

- I. Two (02) Asstt. Vety. Surgeons are working on contract basis and requesting to grant of contractual salary at par with the Asstt. Vety. Surgeon appointed on contract basis in EMCD vide their Circular No. ADC/DA-I/CED /2013/682 dt. 27.06.2013. However, it has been decided competent authority that "There is no need to compare NDMC & EMCD. The only need for comparison is between the salary of Medical doctors in NDMC & Vety. Doctors.
- II. Para I & II of the Council Reso. No. 10 (H-2) dt. 20.06.2014 may be made applicable to the Asstt. Vety. Surgeon working on contract basis also.

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

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

Immediately after approval of the Council.

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

As an administrative decision is to be taken in the matter, Finance Department has no objection for placing the Draft Agenda before the Council.

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

No.

**9. Legal implications of the subject :-**

NA

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

1. Resolution No. 10(H-02) dt. 20.6.14
2. Office Order No. 8/11/2011/H&FW dated 25.07.2001 of Govt. of NCT of Delhi as further clarified vide circular No. F.70/38/2005-H&FW/7030-36 dated 15.10.09 in letter & spirit.

**11. Comments of the Law Deptt. on the subject:-**

This is an administrative decision & has no legal issue at this stage.

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

No.

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

Till date there are no specific guidelines of the Central Vigilance Commission in this case.

**14. Recommendations:**

The case is placed before the Council for granting benefits/applicability of Para I & II of the Reso. No. 10(H-2) dated 20.06.2014 to Asstt. Vety. Surgeon of NDMC on the pattern adopted by the NDMC as in the case of contractual Medical Officers in different systems of medicines and the Specialists employed by NDMC on contract as under:

- I. The NDMC may adopt the Office Order No. 8/11/2011/H&FW dated 25.07.2001 of Govt. of NCT of Delhi as further clarified vide circular No. F.70/38/2005-H&FW/7030-36 dated 15.10.09 in letter & spirit for contractual Asstt. Vety. Surgeon w.e.f. 19.12.07.
- II. The term of contract of contractual Asstt. Vety. Surgeon may be extended for 05 years or till their regularisation or attaining the age of 60 years, whichever is earlier. However, in case of any

misconduct their contract may be terminated as already provided in terms and conditions of contract. Their performance will be reviewed after every year.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**ITEM NO. 10 (H-03) / 20.06.2014****1. Name of the subject/Project :**

Grant of allowances to medical officers/non-teaching specialists appointed on contract basis and long term extension of contract for 05 years.

**2. Name of the Department**

Personnel Department

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

The Medical Department has been engaging doctors on contract basis as there was no separate cadre in NDMC. In Govt. of NCT of Delhi also, doctors were being transferred from Central Health Services (CHS) cadre and later on the Doctors were engaged on contractual basis. In NDMC also, the Doctors were being engaged on contract basis as per functional requirement to overcome the shortage in hospital/dispensaries. In the year 2001, Govt. of NCT of Delhi allowed remuneration on revised rates to the contractual doctors i.e. minimum of basis pay and 75% of the allowances vide Office Order No. 8/112001/H&FW dated 25.07.2001.

Accordingly, NDMC also adopted the same Order vide Resolution No. (10-H) dated 19.12.07 and as per Resolution all the contractual Medical Officer and Specialists of different systems of medicine were allowed the minimum of the pay-scale attached to the post and benefit of NPA, Dearness Pay, Dearness Allowance, CCA, Transport Allowance, Conveyance Allowance, PG Allowance (Medical Officers), Contingency Allowance and House Rent Allowance etc. w.e.f.



19.12.07. Since then the contractual Medical Officers and Specialists have been requesting for adoption of Order dated 25.07.01 of Govt. NCT of Delhi, in toto because certain benefits like Annual Increment, Maternity Leave, Leave Encashment etc. were not being allowed as the same were not specified in the Council Resolution dated 19.12.07 instead the word "etc." was used in the Council resolution.

The order dated 25.07.2001 of Govt. Of NCT of Delhi has been further clarified by Circular No. 70/382005-HMFW/7030-36 dated 15.10.2009 Govt. of NCT of Delhi, which *inter alia* states, "*that doctors on contract are to be paid the same scale of pay and allowances, leave, increment, medical facilities and also other benefit of service condition as are applicable to other Medical Officers regularly appointed*".

In the above mentioned Order, the further clarification is given as under:-

1. *All the contract doctors whether medical officer or Jr. Specialist (non-Teaching Specialist) who are being paid salary on scale of pay shall be entitled to the same pay & allowances, increments, medical facilities and other benefits as applicable to regular doctors except the LTC, Pensionary Benefits, Group Insurance, Study Leave & Child Care Leave.*
2. *Maternity Leave for a period of 60 days in the duration of one contract period in which the delivery has been taken place. May be permitted to the women doctors on contract.*
3. *Leave as admissible, except those prohibited vide (1) above shall be permissible & coterminous with the period of contract.*
4. *Leave encashment shall be admissible only in cases where the contract terminated beyond 02 years either from Govt. Side or from the doctor's side.*

In view of persistent and genuine demand of contractual Medical Officers and Specialists and also in view of the fact that the matter regarding their regularisation is pending since long, it is proposed that order dated 25.07.2001 of Govt. Of NCT of Delhi as further clarified vide circular dated 15.10.09 may be adopted in toto so that the monetary loss caused to them may be mitigated and they may serve the NDMC with full devotion.

At present the term of contract for the Contractual Medical Officers and Specialists, is six months or one year. The contractual Doctors have been demanding that the term of their contract may be increased to 05 years. It is a fact that renewal of contract after every six months/one year creates avoidable hindrance in the smooth functioning of hospital/dispensaries and increases the work load of Health Establishment Department. The contractual Doctors remain apprehensive about extension of their contract and work in an atmosphere of uncertainty. Not only this but the matter regarding their regularization is also pending since long and the Council has already taken 'in principle' decision for their regularization.

Further, in view of the fact the proposal for their regularization is pending and to safeguard their interest, the vacancies sent to UPSC may be de notified so that the existing contractual Medical Officers and Specialist could be accommodated and their services are regularized, as and when approved by UPSC.

The Chairman, NDMC has also accorded his 'in principle' approval for above proposal.

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

- I.** The NDMC may adopt the Office Order No. 8/11/2011/H&FW dated 25.07.2001 of Govt. of NCT of Delhi as further clarified vide circular No. F.70/38/2005-H&FW/7030-36 dated 15.10.09 in letter & spirit for contractual Medical Officers and Specialists w.e.f. 19.12.07.
- II.** The term of contract of contractual medical officers and Specialists may be extended for 05 years or till their regularisation or attaining the age of 60 years, whichever is earlier. However, in case of any misconduct their contract may be terminated as already provided in terms and conditions of contract. Their performance will be reviewed after every year.
- III.** A Committee consisting of Director (P), Medical Officer of Health, Director (MS) and Director (CPH), will scrutinize the cases of all contractual medical officers/non-teaching specialists regarding their Educational Qualification etc. with reference to the RRs for the post before giving them the benefits proposed at Para I.
- IV.** The UPSC may be requested for de-notification of proportionate number of vacancies out of already notified vacancies for accommodating the existing contractual Medical Officers and Specialists.

Above proposals may be made subject to the condition that the above benefits will not confer on them any right or claim whatsoever for regular appointment, Seniority, Promotion, etc. in NDMC. In order to provide benefit of the inter se seniority as per their services in NDMC to different medical officers/non-teaching specialists for granting benefits and to avoid the chances of any anomaly, they may be allowed the benefit of pay fixation on notional basis from the date of their appointment on contractual basis. No arrears of pay and allowances will however, be payable.

- V.** It is also brought to the notice of the Council that a proposal for regularisation of contractual Medical Officer/Specialist by granting one time relaxation is pending with UPSC. This proposal was

prepared on the basis of similar proposal of Health & Family Welfare Department of Govt. of NCT of Delhi. A perusal of the recruitment rules framed by Govt. of NCT of Delhi it has been found that the Medical Officer/Specialist appointed on contractual basis/on ad-hoc basis on or before the date of notification regarding initial constitution of Delhi Health Cadre. A suitable clause has been incorporated in the RRs to provide them one time relaxation.

It is therefore proposed that rule 5 (1) may be modified with consultation of UPSC by inserting clause 5 (3) as under:

All Officers appointed on contract basis/ad-hoc basis on or before the date of notification of amended RRs, on the basis of their suitability as assessed by the Commission and requisite educational qualifications and experience prescribed for the post and being found fit, shall be deemed to have been appointed under these regulation in the respective grades, provided that they possess requisite qualification detailed under Schedule-V of these regulation.

Similarly in Schedule (V) prescribing Minimum Educational and other Qualification, experience and age limit for direct recruitment to Group 'A' posts in NDMC as Medical Officer/Specialist, Col. 3 – Method - The words, "Direct Recruitment" may be replaced with "Direct Recruitment failing which on contractual basis."

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

The Contractual Medical Officers and Specialists of the Medical Department will be given Annual Increment, Leave encashment, Medical facilities etc in addition to the benefits being already provided to them. This will entail financial implication, which will be met from out of the budget of Medical Department by re- appropriation or by allotting additional funds.

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

Immediately after approval of the Council.

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

The comments of Finance Department are as under:-

1. Whether the proposals in draft agendum are covered under office order dated 15.10.2009 of Govt. of NCT of Delhi or there is any deviation, if so, the detail of same with due justification be brought on record.
2. The position with regard to Para 14 (ii) of draft agendum relating to duration of contract i.e. 5 years or till regularisation, or attaining the age of 60 years is followed in NCT of Delhi or Govt. of India.
3. It there is possibility of receiving of similar demand of other categories of contractual employees of NDMC, the information in this regard may also be brought on record.

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

1. The draft agenda is based on the Office Order No. 8/11/2011/H&FW dated 25.07.2001 & clarification issued vide circular No. F.70/38/2005-H&FW/7030-36 dated 15.10.09 of GNCT of Delhi.
2. The proposal for long term contract has been made for ensuring smooth functioning of Hospitals/Dispensaries & avoiding delay in processing the cases of extension after every 6

months/one year. The concept of long term contract is being followed in some Govt Department/PSUs. However, in the instant case, in case of any misconduct their contract may be terminated as already provided in terms and conditions of contract. Their performance will be reviewed after every year.

3. If similar demands of other categories of contractual employees are received, the same will be examined separately on merit.

**9. Legal implications of the subject :-**

NA

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

The Council vide its resolution No. 10(H-15) adopted the Office order No. 8/12001/H&F&W dt. 25.07.2001 and decided to give the remuneration to the contractual doctors equivalent to the regular doctor as mentioned in para 3.

**11. Comments of the Law Deptt. on the subject:-**

This is an administrative decision & has no legal issue at this stage.

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

No

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

Till date there are no specific guidelines of the Central Vigilance Commission in this case.

- 15. Recommendation:-**

**It is recommended that:**

- III.** The NDMC may adopt the Office Order No. 8/11/2011/H&FW dated 25.07.2001 of Govt. of NCT of Delhi as further clarified vide circular No. F.70/38/2005-H&FW/7030-36 dated 15.10.09 in letter & spirit for contractual Medical Officers and Specialists w.e.f. 19.12.07.
- IV.** The term of contract of contractual medical officers and Specialists may be extended for 05 years or till their regularisation or attaining the age of 60 years, whichever is earlier. However, in case of any misconduct their contract may be terminated as already provided in terms and conditions of contract. Their performance will be reviewed after every year.
- V.** A Committee consisting of Director (P), Medical Officer of Health, Director (MS) and Director (CPH), will scrutinize the cases of all contractual medical officers/non-teaching specialists regarding their Educational Qualification etc. with reference to the RRs for the post before giving them the benefits proposed at Para I.
- VI.** The UPSC may be requested for de-notification of proportionate number of vacancies out of already notified vacancies for accommodating the existing contractual Medical Officers and Specialists.

Above proposals may be made subject to the condition that the above benefits will not confer on them any right or claim whatsoever for regular appointment, Seniority, Promotion, etc. in NDMC. In order to provide benefit of the inter se seniority as per their services in NDMC to different medical officers/non-teaching specialists for granting benefits and to avoid the chances of any anomaly, they may be allowed the benefit of pay fixation on notional basis from the date of their appointment on contractual basis. No arrears of pay and allowances will however, be payable.

- VII.** It is also brought to the notice of the Council that a proposal for regularisation of contractual Medical Officer/Specialist by granting one time relaxation is pending with UPSC. This proposal was prepared on the basis of similar proposal of Health & Family Welfare Department of Govt. of NCT of Delhi. A perusal of the recruitment rules framed by Govt. of NCT of Delhi it has been found that the Medical Officer/Specialist appointed on contractual basis/on ad-hoc basis on or before the date of notification regarding initial constitution of Delhi Health Cadre. A suitable clause has been incorporated in the RRs to provide them one time relaxation.

It is therefore proposed that rule 5 (1) may be modified with consultation of UPSC by inserting clause 5 (3) as under:

All Officers appointed on contract basis/ad-hoc basis on or before the date of notification of amended RRs, on the basis of their suitability as assessed by the Commission and requisite educational qualifications and experience prescribed for the post and being found fit, shall be deemed to have been appointed under these regulation in the respective grades, provided that they possess requisite qualification detailed under Schedule-V of these regulation.

Similarly in Schedule (V) prescribing Minimum Educational and other Qualification, experience and age limit for direct recruitment to Group 'A' posts in NDMC as Medical Officer/Specialist, Col. 3-



Method :- The words, "Direct Recruitment may be replaced with Direct Recruitment failing which on contractual basis."

**COUNCIL'S DECISION**

**ITEM NO. 26 (L-08)****1. Name of the Subject:**

ESTATE POLICY REGARDING RESTRICTION FREE TRADE ZONE IN  
PALIKA BAZAR MARKET.

**2. Name of the Department:**

Estate-I Department

**3. Brief History of the Subject:**

The Council vide Reso. No.15 (L-2) dated 20.06.2014 has approved amendment in Reso No. 06 dated 18-3-99 and Reso. No 9 (L-1) dated 30..9.2004 and decided to expand additional trades and to allow change of trade from non-licensable trade to non-licensable trades in Palika Bazar on payment of additional license fee at the average rate of fee available in the year of application for the trade in the zone to which the trade relates, considering the long pending demand of Palika Bazar shopkeepers. **(Annexure 'A' See pages 440 - 443)**

The Palika Bazar Shopkeepers Welfare Association vide representation dated 26.6.14 has opposed the addition of license fee resolved in the above referred Reso stating that their long pending request was for:

1. Abolition of Trade Zone Policy making the market zone free.
2. To implement the Reso. No 6 dated 18.3.99 and Reso No 14(Q) dated 26.8.04 in which change of trade from Non-licensable to non-licensable is freely allowed.

3. Since their market is already paying huge license fee and such proposed condition of additional license fee for change of trade will further increase burden on the shopkeepers which will make their survival difficult.
4. That there should not be discrimination among allottees of shops in other different market of NDMC where change of trade is freely allowed without imposing any other conditions. They have also contended that even in Palika Bazar market half of the shopkeepers fall under trade zone free category and not bound to follow trade zone plan.
5. That a parallel market is being run just on the gate of Palika Bazar and they are not paying any license fee and not bound to follow any trade zone restrictions whereas they are doing the business since last many decades and harsh conditions are being forced upon them.
6. That concept of entire business and trades has been changed drastically. The shops were allotted in the market in 1978 and since then many trades have shut down because of changing times
7. In the last he has requested to re-consider the term of resolution of additional license fee and they may be allowed to run trade of their choice without any enhancement except for the licensable trades and to implement Reso. No. 14(Q-4) dated 26-8-04.

**4. Detailed proposal on the Subject :**

1. The request/demand have some merit for consideration as additional average rate of license fee for change of trade particularly from non-licensable to non-licensable may become considerably high to the original allottees & will be a cause of extra burden/stress because for imposing the average rate of license fee for change of trade, it has been revealed that it will be quite higher as the available average rate of license fee

of zones for this year comes in between Rs 12,598/- to 24,868/- and if a original licensee who is paying monthly license fee in around Rs 5,000 – 6,000 or more or less, have to pay ranging between Rs 12,598/- to Rs.24868/- depending upon the average license fee of that particular zone, which will appear to be unjustified for change of trade from non-licensable to non-licensable trade

2. In the markets of Directorate of Estates under Urban Development Deptt, the shops are allotted for general trades of their choice subject to permissible laws and by laws of Mpl Body and change of trades are permissible on one time lump-sum payment equivalent of five times of their existing license fee. (**Annexure 'B' See pages 444 - 445**).
3. In NDMC except Palika Bazar change of trade from non-licensable to non-licensable are freely allowed without any enhancement and change of trade from non-licensable to licensable trade there is 50% enhancement.
4. Since we have taken a stand before court that we intend to continue trade zone in the Palika Bazar, it is suggested/proposed to amend the enhancement of license fee on account of change of trade from non-licensable to non-licensable as under:
  - i) The change may be allowed on one time lump-sum payment of 10 to 15 times of existing license fee as in case of Directorate of Estates, or
  - ii) On enhancement of 30% in license fee which is general rate of enhancement in license fee for various changes such as (except in licensable trade for which enhancement is 50%), we are charging 30% enhancement on partnership, addition/deletion and damage on account of cancellation, clubbing etc.

5. **Financial implication of the proposed subject:**

-----

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

Immediately after approval by the council

7. **Comments of Law Department :**

No legal issue involved as such, no comments at this stage.

8. **Comments of the Departments on comments of Law Deptt.**

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9. **Comments of the Finance Department on the subject:**

Amendment of Licence Fee on account of change of trade from non-licenceable to non-licenceable trade in r/o shops of Palika Bazar.

1. Points raised by the Finance have not been addressed completely and the reply of the Department is not convincing for effecting any change in the decision taken by the Council vide Resolution No.15(L-2) dated 20.06.2014. A strong opposition to the enhancement of licence fee by a Market Association cannot be the only basis for change now, especially when no new grounds/justification have been given by the Department. A well considered decision was taken by the Council to allow change of trade from non-licensable to another non-licensable trade for Palika Bazar Shopkeepers vide Resolution ibid only to address the long pending demand of the Shopkeepers albeit with enhancement of licence fee. It shall not be out of place to mention that even the Supreme Court of India has upheld the restrictions imposed by NDMC on the nature of

trade which may be carried out by the Palika Bazar Shopkeepers. The Council has already taken into consideration the grievances of the Shopkeepers and allowed them to change the trade after payment of the requisite licence fee prescribed by the Resolution *ibid*.

2. The Department on its own admission has stated that the basis of enhancement of average rate of licence fee was with general idea to get higher revenues for allowing change of trade. Since no financial implications have been worked out by the Department; neither for the existing order for enhancement of licence fee on average rate basis nor for the instant two proposals of the Department given now; as such Finance Department is not able to take a view in this case.

**10. Comments of the Departments on comments of Finance Department :**

Specific comments to finance will be sent in due course.

**11. Final comments of the Finance Department (If any) :**

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**12. Legal implication on the subject:**

No legal implications

**13. Details of previous Council Resolutions on the subject:**

1. Reso. No 15 (L-2) dated 20-6-2014 (**Annexure –‘C’ See pages 446 - 447**)

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

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**15. Recommendations:**

Council may resolve to approve para 4(i) and 4 (ii) above.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**Annexure 8 pages**

**440 – 447**















**Annexure endd**

**ITEM NO. 27 (L-09)****1 Name of the Subject:**

TRANSFER OF OWNERSHIP RIGHTS TO LICENSED MARKETS IN NDMC

**2 Name of the Department:**

Estate-I Department

**3. Brief History of the Subject:**

(a) Market Associations for quite some time have been requesting for transfer of freehold/ ownership rights in respect of licensed markets. Presently, after the discussion taken by this Council to permit leasehold rights to freehold ownership rights in respect of certain markets. There is a strong demand from the licensed markets to convert their licensed shops into freehold ownership.

(b) In the year 1999, NDMC received various representations from the shopkeepers of Rehabilitation Market for the grant of ownership rights to them. The matter was placed before the Council vide its item No. OM-3 (xxiv) dated 3.2.2000 for transfer of ownership right to 15 municipal markets but the said proposal was deferred.

The proposal was again placed before the Council vide Resolution No.9 dated 3.8.2000 and Reso. No.3(i) dated 28.1.2002, the Council had once given 'in principle' approval for transfer of ownership rights in respect of 15 Municipal Markets. The Council approved the proposal with some modifications and further resolved that necessary No Objection Certificate of L&DO, Ministry of Urban Development as required under section Clause-XII of the perpetual lease deed executed between L&DO and NDMC be obtained and the proposal may also be sent to Chairman, DDA to get No Objection Certificate in case of markets located on road berms as stated in the agenda item.



Accordingly reference were made to the L&DO and Chairman, DDA for grant of NOC vide D.O.No.HA/CPC/981/Estate/P dt. 18.8.2000.

(c) In reply to the abovesaid DO, the L&DO vide letter dt. 23.4.2001 intimated that they are agreed in principle for the transfer of lease hold rights to the NDMC on the following terms & conditions:

1. 100% premium for land on the notified commercial land rates applicable on the date of transfer is to be charged from the allottee.
2. Annual ground rent @ 2.5% of the premium for the land at pre determined commercial space notified and existing on the date of transfer for locality/area where the shop is located is to be charged and remitted to the L&DO, being the lessor. This ground rent shall be revised after every 30 years.
3. Present day replacement cost of the shop minus depreciation will be charged.
4. 50% unearned income as stipulated in the perpetual lease deed shall be paid by the NDMC (Lessee) to the L&DO (Lessor) in respect of each shop for which ownership rights are granted by the lessee. For the purpose of calculation of the 50% unearned increase, 100% premium for the land on the notified commercial land rate applicable on the date of transfer to the allottees of the shops shall be taken into account.
5. The NDMC shall execute a sub-lease and conveyance deed with each shopkeepers granted ownership rights so as to protect the interest of the lessor. The sub lease and conveyance deed shall be finalized by the NDMC in consultation with the Lessor i.e. L&DO.
6. The allottee shall not carry out any further construction over and above the existing structure accept in accordance with the Municipal bye-laws with prior approval of the

NDMC, being the lessee in terms of the perpetual lease executed by them with the lessor.

(d) The issue of the resolution was also raised and discussed in the Council Meeting held on 17.6.2009. In April, the matter was again placed before the Council to review the decision on transfer of ownership rights in 15 municipal markets in NDMC area. The Council vides its Reso. No. 07(L-01) dated 21.4.2010 resolved by majority that the decision earlier taken vide Reso No. 9 dt. 3.8.2000 and 3 (i) dated 28.1.2002 for transfer of ownership rights in Municipal Market is rescinded/withdrawn.

(e) Thereafter, the matter for ownership rights to the 9 NDMC markets viz. Netaji Nagar Colony, Kidwai Nagar Market (Central & Sourth), Pandara Road Market, Nauroji Nagar Market, Prithvi Raj Market, Basrurkur Market, Begum Zaidi Market and Laxmibai Nagar Market was placed before the Council vide Reso.No.04(L-07) dated 6.2.2014 for information that in these markets where there are offices or residential accommodation, there is no justification to give leasehold rights on the land to the shop owners of these nine markets when NDMC required leasehold rights on the land for the residential flats at 1<sup>st</sup> floor may like to further exploit the terrace for construction of more flats.

(f) However, an exception was made in the case of the Main Market Lodhi Colony as it was constructed by the CPWD and handed over to NDMC in the year 1945. The shops-cum-flats in Main Market Lodhi Colony were allotted on tender basis. This is the only market where resident flats above the shops have also been allotted to the licensees, and as such it is a stand-alone case to be considered by this Council, before the principle can be extended to other markets in due course.

#### **4. Detailed proposal on the Subject:**

The Lodhi Colony Main market is not a rehabilitation market, it was constructed by CPWD and handed over to NDMC in the year 1945. The shops cum residential flats were allotted on open tender basis. All the 32 shops cum residential flats have been licensed to different allottees.

Further, the NDMC is generating approx. Rs.41,66,686/- per annum as licence fee from the Main Market Lodhi Colony as gathered from Estate Accounts Branch. In a study carried out by the NDMC, it was found that it shall be beneficial to the NDMC to convert the units of Main Market Lodhi Colony into leasehold properties so that NDMC can gain revenue by collection of one time ground rent and conversion charges, which will be much higher than the annual collection of licence fee. In addition to the, NDMC will get annual rent towards property tax.

Further where the shops and flats are on licence with private parties, leasehold rights over land and conveyance of super structure can be agreed to. Lease hold rights on shops and flats on licence may be given at the rates to be fixed under Section 141 of the NDMC Act, 1994 i.e. normal and fair competitive rates.

In view of the brief history, an in principle decision be taken to convert licensed to freehold ownership rights in respect of Lodhi Colony market to being with a in its respect certain decisions have already been taken favoring it as a stand-alone case. It will be a two stage process viz. conversion from licensed to leasehold and leasehold to freehold. The Estate Department will finalize the modalities in this regard with the approval of the Competent Authority

##### **5. Financial implication of the proposed Subject:**

Typically, NDMC is getting about Rs.3.5 lacs per month as licence fee. It is estimated that (aprt from Property Tax which will be recurring income for NDMC), about Rs. 25 crores could be

obtained through the conversion to freehold, viz. a monthly interest even at usual bank rates of Rs.20 lakh plus, viz. an additional monthly income of Rs. 16 Lakh per month in perpetuity.

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

NA

**7. Comments of the Finance Department on the subject with diary number and date:**

The proposal regarding transfer of ownership rights to fifteen Municipal Markets was deferred three times by the Council in the past. Now the Department is proposing to take a case of Lodhi Road Market as a test case and proposing to place the same before the Council again. The Deptt. needs to bring on record the issues on which the Draft Agenda was deferred earlier along with clarifications as to whether the same have been addressed suitably. Further, it has been observed that no financial implications on account of transfer of ownership rights have been worked out as a result it cannot be ascertained as to whether the charges proposed to be collected from the licensee is as per prevailing market rates or otherwise. As such, Finance Department is not able to take a view in this case at this stage.

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

The reply to the queries of Finance Deptt. will be provided separately.

**9. Legal implication of the subject:**

**10. Details of previous Council Resolutions on the subject:**

Council Reso. No. OM3 (xxiv) dt. 3.2.2000

Council Reso. No. 09 dated 3.8.2000

Council Reso. No. 3 (i) dt. 28.1.2002

Council Reso. No.07 (L-01) dt. 21.4.2010

Council Reso. No.04 (L-07) dt. 6.2.2014

**11. Comments of the Law Deptt on the Subject:**

Chairperson has already approved the agenda item to be placed before the Council. Law Department has no comments to offer at this stage please.

**12. Comments of the Department on the comments of the Law Deptt:**

NA

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

Not applicable

**14. Recommendations:**

The above proposal is placed before the Council for consideration and taking decision accordingly.

**COUNCIL'S DECISION**

Deferred for further deliberation in the next meeting of the Council.

**(NIKHIL KUMAR)**  
**SECRETARY**

**(JALAJ SHRIVASTAVA)**  
**CHAIRPERSON**

**(MEENAKSHI LEKHI)**  
**PRESIDING OFFICER**

**Points raised by Sh. Arvind Kejriwal, MLA & Member, NDMC**

1. It is noted that the minutes of meetings are not being prepared properly. Items proposed by certain members and passed by the Council are selectively omitted in preparing final minutes. This has happened consecutively twice in the last two Council meetings. In the meeting held on 20<sup>th</sup> June 2014 and 05<sup>th</sup> July 2014, Sh. Arvind Kejriwal had presented 5 items (described in detail below) of vital public importance. A short description of the 5 agenda items proposed by Sh. Arvind Kejriwal and passed by the Council are as follows:
  - a. The High Court has put a stay on some street vendors allowing them to continue their business. However, some street vendors, whose shops were removed 2-3 years back, are being harassed and not allowed to put their stalls. Therefore, I request that the vendors may be allowed to put their shops until further notice of the Hon'ble High Court.
  - b. In the Council meeting held on January 29<sup>th</sup> 2014, a decision was taken to consider all TMR workers who have worked for 500 days for regular employment with the NDMC with effect from April 1<sup>st</sup>. However the health department has not been providing TMR workers the necessary documentation confirming the duration of their work – corrective measures need to be taken regarding this.
  - c. There are several JJ clusters in the NDMC area, which do not have adequate water supply or toilet facilities. Therefore, I propose that the clusters situated at DID, Kali Bari, Safdarjung Delhi Flying Club jhuggi, Le Meridian jhuggi, NSCI club (near Pragati Maidan) jhuggi, Jaipur Polo Ground jhuggi be provided basic necessities like regular water supply and new toilets and sewer lines be constructed in these areas.
  - d. Sarojini Nagar XY block and Pillangi village face the problem of severe flooding during the rainy season. In view of the approaching rains, I urge the Council to quickly consider alternate arrangements for tackling this issue.

- e. In view of the increase in theft cases being reported frequently, new CCTV Cameras should be installed at various places in NDMC areas like Nauroji Nagar, Sarojini Nagar, Laxmibai Nagar, Lodhi Colony and Gole Market.

Apart from this, Commando Surinder Singh has suggested that NDMC should get the house allotted to Sh. Karan Singh Tanwar vacated immediately. The Council passed this resolution. However, this resolution was omitted in the final minutes of the meeting. The Council expresses great dissatisfaction at this mischievous, malafide and selective omission of items from minutes. This is very serious. Sine the Secretary and Chairperson are responsible for preparing minutes, the Council issues strict warning to them that they should not repeat it in future.

2. Many students residing in NDMC areas are not able to get admission in NDMC schools due to shortage of seats. An open call should be made to invite the names of those students who live in the NDMC area but could not get admissions anywhere – the number of seats in NDMC schools should then accordingly be increased so that no child is left for school admission.



**Points raised by Sh. Surender Singh, MLA & Member, NDMC**

1. Please inform on what basis New Data Entry Operator have been appointed. Why the earlier appointed Data Entry Operator are not being regularised. Inform what qualification is fixed for newly appointed Data Entry Operators & what procedure is adopted.
2. Intimate on what ground/reason Shri Karan Singh Tanwar is occupying the Govt. accommodation. What action has been taken to get the illegally occupied Govt. accommodation vacated. Had he ever been served notice to vacant the house.
3. What steps have been taken w.e.f. 9<sup>th</sup> Dec., 2013 i.e. after notification of result of assembly election till date, for vacation of his house, provide elaborate reasons with substantial Letter/Document.
4. Is any Court Case pending with respect to said house or any stay granted, if so what steps have been taken to get the stay vacated.
5. Get the said house vacated immediately within a period of 48 hours and report compliance to All Members on SMS.

**Points raised by Sh. Ashok Ajuja, Member, NDMC**

1. All Council meetings will henceforth be video recorded and a copy of CD of the last meeting will be provided to each member in the next meeting.
2. Press Reporters shall be allowed to attend the Council Meetings.
3. नई दिल्ली नगरपालिका परिषद् की मार्केटों के दुकानदार मुझसे कई बार मिलने आये थे, उन्होंने बताया कि उनकी दुकानों की कई समस्याएं हैं। जिनमें दुकान किराया मुख्य है। दुकान में बिक्री कम होने से समय पर किराया जमा नहीं कर पाये हैं और अभी कई दुकानदारों का लाख से अधिक किराया बकाया होता जा रहा है।
4. परिषद् द्वारा एक पौलिसी के तहत बिजली एवं पानी के भुगतान पर ब्याज का 90 प्रतिशत तक की रियायत दी गई थी जिसके परिणामस्वरूप में अच्छा खासा बकाया भुगतान परिषद् में जमा हो गया।
5. इस सम्बन्ध में मेरा सुझाव है कि इसी तरह की एक पौलिसी सम्पदा विभाग में भी लागू की जाएं। एक मुस्त राशि जमा कराने पर ब्याज पर 90 प्रतिशत की रियायत का प्रावधान किया जाए जिससे परिषद् को ज्यादा से ज्यादा रेवेन्यू मिल सकें।

**Points raised by Sh. I.A. Siddiqui, Member, NDMC**

It is suggested that at page 5 under "Any other Items" – item no. (vii) may be reworded as "NDMC to evolve a General Amnesty Scheme for regularisation of all non-regular employees including Engineers, Technical Staff and Teachers, as a one-time measure".

The point regarding non-inclusion of agenda points sent by the Members nor reason for non-inclusion was raised by the Member. The Chairman advised the concerned officer to ensure that proper response to the resolutions received may be given in future.

It was resolved to grant RMR status to TMR workers who have completed 500 days as on 31<sup>st</sup> January, 2014. There are some cases where daily wagers have worked on contract basis in NDMC as well as TMR. If days are calculated on the basis of their working on contract as well as TMR, it exceeds more than 500 days. Some of them have requested for their employment as RMR on the basis of clubbing their working days.

It is proposed that such persons should not be deprived of their claim and be given RMR status so that they could be able to earn their livelihood.

There are instances when people are appointed in NDMC as consultant/advisor and are allowed to continue for indefinite period. There should be some criteria of deploying them for a particular period.

It is therefore, suggested that no-one should be allowed to continue beyond the age of 65 years as consultant/advisor.

